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(ESTABLISHED IN 1837.)

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Current Topics.

The New Judge.

THE APPOINTMENT of Mr. BAILHACHE, K.C., to be the new judge in the King's Bench Division was not altogether anticipated by the profession. This was not due to any superiority of other likely nominees over Mr. BAILHACHE in professional standing or legal learning, since, for some years past, the new judge has enjoyed probably the largest practice in the commercial court, and certainly the largest shipping practice at the bar. But he has never come so prominently before the public as some of his recent predecessors whose reputation has been earned in that court—for example, Lord Justice HAMILTON and Mr. Justice SCRUTTON. Mr. BAILHACHE, it is interesting to note, began his professional life as a solicitor, and the fact that he has no political claim will be regarded both by the profession and the public at large as a satisfactory feature in his appointment.

The Position of Solicitors.

SOLICITORS WILL be grateful for the appreciative manner in which the Master of the Rolls referred to them at the recent dinner of the Incorporated Leeds Law Society. He recognized the increased confidence placed in solicitors at the present day, and also their increased fitness to be the recipients of that confidence. This is due in no small measure to the efforts of the various law societies to raise the standard of legal education, and one result is to be found in the prominent part which solicitors play in municipal life, and also—as appears from the late Lord WOLVERHAMPTON's life, to which we refer elsewhere—in political life. These matters may not be the source of direct remuneration, and in some directions this necessary incident of professional life may shew a downward tendency; but they indicate the increasing necessity for the assistance of trained legal ability, and on the whole, both the position and the remuneration of the lawyer should tend to rise.

The New Judicature Commission.

THE PROPOSED appointment of a Royal Commission to inquire into the working of our judicial system, announced last week in the House of Commons by the Attorney-General, is a symptom of that new spirit abroad to-day in our political world which is no longer content to accept old institutions as they are, but insists that each shall be brought to the test and proved useful in practice before it is allowed to stand. In the days when

Lord Chancellor BROUGHAM was still a member of the House of Commons, that indefatigable reformer brought in a multitude of Bills to reconstruct every branch of our law, from the administration of charitable trusts to the collection of small debts; but even he respected the majesty of our common law judiciary, and refused to lay a sacrilegious hand upon the circuit system. It is plain, however, that the time has come when the administration of justice is no longer in harmony with the wishes of the public-at-large; scarlet and ermine have ceased to evoke a religious reverence, and do not always even succeed in commanding the respect and escaping the criticism of the Press. The ordinary litigant is not satisfied with the action of our courts. He enters a case for trial, and finds that a twelvemonth later it is not yet in the list for the week. He has suffered from a libel published somewhere in East Anglia, and finds that he must go to London with all his witnesses in order to get his claim pronounced upon; for the county court has no jurisdiction, except by consent, and his solicitor tells him that civil business is not being taken at any convenient assize town. His case at last reaches trial, it appears in the list every day for a week without being reached, and then he finds it is postponed till next term because a judge is required in the Divisional Court, and none but his judge seems to be available. All the while, his witnesses have been attending, and costs have been mounting. It is small wonder that arbitration is preferred to litigation by the layman who has fought one case. The courts, like the dog, have had their bite, and the litigant does not give them a second chance.

Rival Schemes of Reform.

WHILE, HOWEVER, it is easy to criticize, it is not quite so easy to suggest the true line of reform. Two alternative schemes have been before the profession for some time, but each has its drawback. The first consists in a bold departure from tradition; it consists in the extension of county court jurisdiction so as to give that court practically unlimited powers of trying all classes of suits, subject to the preservation of a right on the part of the plaintiff to commence proceedings in the High Court, should he so elect, and a right on the part of the defendant to get, in a proper case, an order removing the plaintiff into the High Court. The other plan is less revolutionary; its aim is to remodel the circuit system by omitting from the list of assize towns such as are small or otherwise unimportant, and by establishing at the remaining centres both civil and criminal branches of the High Court. The first plan would, no doubt, have commended itself to the father of the county court, HENRY BROUGHAM. It has on its side simplicity of arrangement, since it avoids the existence of two sets of provincial courts working side by side, and divided chiefly by an artificial line as to the quantum of a claim. It places the bar and solicitors upon a level as regards right of hearing, and therefore commends itself to those in both professions who look forward to a gradual amalgamation of their respective functions. Probably, too, it is less costly to the litigant, since interlocutory proceedings are reduced to a minimum in the county court, and its scale of costs is low. On the other hand, it has the great drawback of postponing the small suitor to the large in our small debt court, for such the county court ought to be. Even as it is, a preference is usually given in the provinces to cases in which counsel appear, presumably the larger ones; and no doubt this preference would increase with an increase of jurisdiction. If it did not, then important causes, involving heavy expense in keeping witnesses in attendance, would remain for days in the lists, and no gain in cheapness would result to such litigants. But there is a good deal to be said in favour of making the county court into a district court, and perhaps the way out of the difficulty would be the reconstitution of the county court, like the Scots Sheriff Court, in two branches, one of which would deal only with small amounts.

Exemption Orders under the Shops Act, 1912.

THE QUESTION of the allowance of exemption from the Shops Act, 1912, is essentially a local matter, and it is not to be regretted, therefore, that in *R. v. Manchester City Council*

(*Times*, 30th Oct.), the Divisional Court declined to interfere with the decision of the Council, but the actual course of the proceedings seems to have invited litigation. It is now well known that shops in general have to be closed not later than one o'clock in the afternoon on one weekday in every week. This is the effect of section 4 (1) of the Act, replacing section 2 (1) of the Shops Act, 1911. Then sub-section (4) makes provision for exemption. If the local authority have reason to believe that a majority of the occupiers of shops of any particular class in any area are in favour of exemption, the local authority, unless they consider that the area in question is unreasonably small, are to take steps to ascertain the wishes of the occupiers; if they are satisfied that a majority are in favour of exemption, or, in case of a vote being taken, that at least one-half are in favour of exemption, they are to make an exemption order. Thus, an exemption order depends on two things: first, the absence of a finding of the local authority that the area in question is unreasonably small; and secondly, a majority vote of the shopkeepers in favour of exemption.

Mandamus to Grant Exemption Order.

IN THE Manchester case different classes of shopkeepers within a certain area, stated to be of considerable size, applied to the Council in February last for an exemption order; but in March, the committee to which the matter was referred reported that the area was unreasonably small, and the Council approved the report. In April another application for exemption was made in respect of a smaller area forming part of the previous area, and the committee repeated their report, but the council this time rejected the report, and in June approved of an exemption order. Thereupon, a poll of the occupiers was taken and the occupiers of shops generally were 576 to 462 in favour of exemption, and the jewellers were thirty-five to five against. It may be observed that the Act does not seem to authorize an exemption order for shops generally, and why jewellers in particular should be under pressure to work continuously may be more intelligible locally than at a distance. But when matters were thus ripe for either a general or partial exemption the council rescinded their resolution of June, and resolved that the second area was, like the first, unreasonably small. It looks as though, by the former resolution, the shopkeepers had acquired a right to an order in accordance with the majority vote, and the Divisional Court saw no necessary inconsistency between an area being unreasonably small, and yet a part of it not being unreasonably small. It might be a matter of boundaries and of the disposition of the shops. But the court held that, under the circumstances, it was at least doubtful whether the council were bound to grant the exemption order, and this was sufficient to prevent a mandamus being issued.

State Assistance for Poor Litigants.

M. ARISTIDE BRIAND, the French Minister of the Interior and formerly a distinguished advocate, has addressed a circular letter to the officials whose duty it is to consider applications for legal assistance from litigants in the courts. In this letter he lays down certain principles which are to guide them in the discharge of their duties. It is, he insists, no part of their duty to consider whether the plaintiff is or is not likely to succeed in his action. They have only to consider whether his claim is plausible, and whether his pecuniary resources are sufficient for the maintenance of the suit. The Minister has been informed that in many cases, especially in those arising out of accidents to workmen, the foregoing rules have been disregarded, and the assistance has been refused in cases where the action has afterwards, with the assistance of third persons, been brought to a successful termination. There should also be no ground for the complaint that pecuniary assistance has been delayed. Such delays are particularly oppressive where it is necessary to prosecute an appeal. The matter calls attention to the fact that with us no effective provision has so far been made for the expenses of poor litigants.

Remuneration of Doctors at Coroners' Inquests.

A LEADING medical journal calls attention to the hardships which are created by section 22 of the Coroners Act, 1887. This

section, after making provision for the fees of medical practitioners who attend at a coroner's inquest in obedience to a summons of the coroner, enacts, in sub-section 2, that where an inquest is held on the body of a person who has died in a public hospital, whether the same be supported by endowments or by voluntary subscriptions, the medical officer whose duty it may have been to attend the deceased person as a medical officer of such institution as aforesaid, shall not be entitled to such fee or remuneration. It is mentioned that, at a recent inquest, a medical witness from Guy's Hospital called attention to the injustice of the section in depriving medical officers of voluntary hospitals and other institutions of the remuneration to which they would otherwise be entitled, when called as witnesses at inquests. The coroner could not, of course, interfere, but said that the jury might make a recommendation, which, however, they declined to do, being apparently influenced by the saving to the ratepayers. Evidence on this subject was given before the Departmental Committee on Coroners which sat in 1909, and no witness who appeared before them had a word to say in defence of the arbitrary provision. We believe that, in a Bill for the amendment of the law relating to coroners, provision will be made for the repeal of section 23, and for the substitution of an enactment by which the Home Secretary will be empowered, by regulations to be made for the purpose, to deal with the whole subject of fees to medical witnesses.

Prior Claims on the Services of Counsel.

PRIORITIES in equities and priorities among creditors we are long familiar with, and since the Judicature Act of 1873 the principles of equity have been given a statutory priority over those of the common law. But prior claims by particular courts on the services of counsel are something of a new departure. The House of Lords has just declared authoritatively (*Vacher & Sons (Limited) v. London Society of Compositors* (Times, October 25th)), that there is a very high obligation on counsel engaged before it to be present in priority to the claims of other courts upon them. The court, however, said the Lord Chancellor, will always prove indulgent in cases of necessity, provided that personal intimation of a possible absence is made in good time. In the actual case which led to these remarks, the counsel in question had an excellent junior as well as a reasonable excuse for being elsewhere, and the House stated that the interests of justice had not suffered from his absence. Theoretically, we fancy, justice ought never to suffer from the accident that a case is left in the hands of one advocate rather than another. The decision of the court should depend on the intrinsic merits of the case, and not on the extrinsic merits of advocacy displayed by counsel. This view, indeed, is constantly taken by the Court of Appeal, which frequently refuses to postpone cases in order that leaders may be able to attend, and states as the reason its conviction that the junior will be able to give the court all the assistance it requires. On the other hand, the high importance of counsel's services in murder cases, where the issue is too serious to be disposed of by doctrinaire theories as to the rôle of the advocate, was recognized two years ago in the celebrated Crippen case by the Court of Criminal Appeal. No other case, however long-standing, it held, should prevent counsel from attending every stage of a trial for murder in which he had been briefed. This rule is reasonable, but appears to conflict with the similar claim to priority set up by the House of Lords. But doubtless that house would always extend the indulgence of which Lord HALDANE spoke to any counsel who pleaded as his excuse that he had to defend a client on a capital charge.

The Sovereignty of the Air.

THE QUESTION of the "Sovereignty of the Air" is one which has been created by the advent of the airship, and it finds the world of politicians and lawyers by no means ready to deal with it in any satisfactory manner. In a lecture under this title delivered by Sir H. ERLE RICHARDS, Professor of International Law at Oxford, an attempt is made to base the international law of the air on the old maxim *cujus est solum, ejus est usque ad cælum*, and it is assumed that this represents a principle of municipal law. But it has already been pointed out in these columns that

this is not so (56 SOLICITORS' JOURNAL, p. 730). As soon as the maxim is put to the test of an action of trespass it fails, and the courts do not recognize that the mere passage of a stranger over the land of another is a trespass (*Pickering v. Rudd*, 4 Camp. 219). The preferable theory is that ownership is limited by the possibility of control, and that "*usque ad cælum*" is true no higher than the surface owner can make good his occupation of the superincumbent air. It is true that this allows of ownership to a very small height above the surface, but we do not know why it should extend any further. Any damage done by airships is a matter for the law of nuisance; and if the damage were persistent and serious, it would have to be dealt with by general regulations for the control of airships. The same analogy suggests the doctrine of the international freedom of the air, subject to the right of sub-jacent nations to take measures for the protection of the lives and property of their inhabitants. We gather that the Institute of International Law has committed itself to this doctrine, and that Professor ERLE RICHARDS does not approve of it. But although the institute is *prima facie* right on the point, it has declared that aerial warfare is permissible, and it cannot be accepted as a safe guide. If there is one point more than another on which the statesmen and lawyers of all civilized nations should be agreed, it is that aerial warfare is not permissible. And, as we have seen, Professor RICHARDS argues from an erroneous view of municipal law to what, on such a basis, can hardly be a correct view of international law. So with both guides at sea, if we may be permitted to say so, the law of the air is not exactly settled.

Prospective Damages in a Negligence Case.

IT IS not easy to understand the precise grounds on which the House of Lords proceeded in the recent case of *Taft Vale Railway Co. v. Jenkins* (Times, October 24th). The respondents were the father and mother of an infant who had been killed by the negligence of the appellants' servants; this negligence was admitted, and the jury had assessed damages at £75, of which £50 was to go to the father and £25 to the mother. The appellants' case was that the parents had suffered no pecuniary loss from the death of the infant, and therefore were not entitled to recover damages in respect of it. Now at common law it is quite clear on the authorities that no person can recover damages arising out of any tort causing the death of another. Thus, in *Osborn v. Gillett* (1873, L.R. 2 Ex. 88) it was held that where a daughter was killed on the spot by the negligence of the defendant, her father could not recover; but the point was left open as to whether or not he could have recovered damages for temporary loss of her services had she survived the accident for a few days or weeks. In *Clarke v. London General Omnibus Co.* (1906, 2 K.B. 648), it was held that even funeral expenses incurred by reason of the child's death are not recoverable by the parent in cases of tort. But three years later the Court of Appeal decided that this rule does not apply to cases of contract, but is limited to cases of pure tort; *Jackson v. Watson & Sons* (1909, 2 K.B. 193). In that case a wife died from eating poisonous food supplied her in breach of warranty; the action sounded in contract, and so damages were recoverable. But the stringent common law rule has long been modified by Lord Campbell's Act, 1846, as amended by the Fatal Accidents Act, 1862, which allows the relatives of the deceased to recover any actual pecuniary loss sustained by them: relatives are defined as including *inter alios* father and mother. This statute gave the plaintiffs in the case we are discussing their right of action. But the only loss alleged was the possible loss of future support by the parents, who were old and not possessed of private means; the infant was a girl apprentice, and did not at the time of the tort contribute to their support. That nothing can be claimed by way of *solatium* for the sorrow of bereavement was decided in *Duckworth v. Johnson* (1860, 29 L.J. Ex. 25), nor is there an action for nominal damage without proof of actual loss. In the case of a reasonable expectation of pecuniary benefits derivable from the continuance of deceased's life, however, it would seem that a claim can be made: *Franklin v. S.E. Railway Co.* (1858, 3 H. & N. 211); but reasonable expectation of voluntary bounty was in that case declared to be

insufficient. This case seems to allow the consideration of "prospective damage" which generally our common law frowns upon. The House of Lords, apparently following it, but using the term "prospective damage" instead of "reasonable expectation of pecuniary benefits," held that the action would lie, and upheld the verdict of the jury. But no adequate definition of what can amount to "prospective damage" appears in any of the judgments delivered.

The Bye-laws of the London County Council.

COMPLAINT HAS recently been made of the difficulty of obtaining access to the bye-laws and regulations of the London County Council. These bye-laws are often the subject of proceedings in the metropolitan police courts, and it is, of course, highly expedient that the defendant in such proceedings should be able within a reasonable interval to examine the law on which the information is founded. We are informed that a resident in a London suburb, who was recently summoned for keeping within his house a noisy animal which was a serious nuisance to residents in the neighbourhood, inquired in vain at different booksellers and at the Town Hall for a copy of the law. Copies of private and local and personal Acts of Parliament can be furnished by the King's printers, but the rules of a private club are easier of access than the bye-laws of the County Council. We have with some difficulty discovered, in a text-book printed a year or two ago, the London bye-laws relating to nuisances. They are of much general interest, and the clause relating to noisy animals is as follows: "No person shall keep within any house, building or premises, any noisy animal which shall be, or cause, a serious nuisance to residents in the neighbourhood. Provided that no proceedings shall be taken against any person for an offence against this bye-law until after the expiration of a fortnight from the date of the service on such person of a notice alleging a nuisance, signed by not less than three householders residing within hearing of the animal." It is impossible to read this enactment without seeing that an alleged offender who had no opportunity of perusing it would be placed at a disadvantage in the preparation of his defence.

Assignment of Claim for Waste.

AN interesting judgment on the non-assignability of claims for damage by waste has been delivered by FARWELL, L.J., in the case of *Defries v. Milnes* (reported elsewhere). It rests upon the two propositions that an action for waste is an action of tort, and that damages for tort are not assignable.

The liability for waste is in most cases statutory, though the statutes are so ancient that its origin is, perhaps, sometimes forgotten. When the owner of land conveyed it to another for a limited interest, whether for life or for years, it was, in the view of the early lawyers, his duty to protect himself against waste by taking an express covenant from the lessee not to commit waste. If he failed to do so, and waste was committed, it was his "folly" not to have protected himself, and the law did not help him (*Countess of Shrewsbury's Case*, 5 Co. Rep., 13b). But, of course, a covenant could not be taken where the limited estate was created by act of law, and accordingly tenant by the curtesy and tenant in dower were liable for waste at common law. This plan of leaving lessors to look after their own interests was found to be defective, and in 1267 the Statute of Marlbridge (52 Hen. 3, c. 23) imposed liability for waste on lessees generally, and shortly afterwards the Statute of Gloucester (6 Ed. 1, c. 5) introduced the writ of waste, and made the tenant liable to forfeiture and treble damages (see *Laws of England*, vol. XVIII., p. 498, note (b)). The action on the statute was clearly not in contract; the reason of the statute was that lessors frequently failed to secure for themselves a remedy in contract. It was in tort, and in course of time it became the practice not to bring an action founded on the statute, but to sue in case, and this also was an action of tort.

In *Whitham v. Kershaw* (16 Q. B. D. 613) Lord ESHER, M.R., assumed that the liability of a lessee, in the absence of an express covenant, depended on an implied covenant. "There

is," he said, "an implied covenant on the part of the tenant not to commit waste, but that is a covenant not to do any act of such a permanent nature as will affect the value of the property." But this seems to have been said in forgetfulness of the true nature of the liability. If it rested upon implied covenant, such covenant would be excluded by an express covenant, and the lessor would have his action only on the express covenant. But it seems to be clear that the lessor has his option to sue either in waste or on the covenant (see *Kinlyside v. Thornton*, 2 W. Black. 1111); and in *Marker v. Kenrick* (13 C. B. 188), JERVIS, C.J., in a passage quoted by FARWELL, L.J., in the present case said: "The lessor may sue for waste in an action upon the case, although the lease contains a covenant upon which the lessor might maintain an action for the same wrong." This statement, which was expressly founded on *Kinlyside v. Thornton*, is a recognition that the remedy for waste is in tort.

The second proposition referred to above—that a claim for damages for tort is not assignable—is equally settled, and applies also to a claim for damages for breach of contract where the breach has been committed before the assignment (*May v. Lane*). In each case the right to recover damages is excluded from section 24 (6) of the Judicature Act, 1873, which allows assignments of choses in action generally, because this would interfere with the law of champerty and maintenance (see per RIGBY, L.J., in *May v. Lane*, 43 W. R. 193). Neither under the old law nor under the present law is a mere right of litigation assignable (*Prosser v. Edmonds*, 1 Y & C., Ex. 481); though it is otherwise if the right is incident to an interest in property which is also assigned. Thus, where the owner of land has conveyed it under such circumstances that he has the right in equity to have the conveyance set aside, this right gives him an interest in the property, and he can assign this interest, including the right to impeach the previous conveyance; and the assignment is effectual, notwithstanding that it is voluntary (*Dickinson v. Burrell*, 1 Eq. 337). Similarly, it seems that, on the transfer of a business, the right to sue for damages for breach of contract already committed, if such right is incident to the business, can be assigned at the same time (see *Ogdens (Limited) v. Weinberg*, 95 L. T. 567).

Apart, however, from the transfer of property, the mere right to damages cannot be assigned, and a claim in tort is necessarily within this rule. In the present case a lease of a factory for a term of 41½ years had been granted in 1906 to the plaintiff subject to a covenant to repair. The plaintiff took the lease on behalf of a company. In 1909 the company went into liquidation, and the liquidator, in 1911, entered into an agreement with the defendant, under which the latter was to take over the fixed plant and machinery, and have the use and occupation of the premises, but the lease was not assigned to him. By clause 14 of the agreement, he undertook not to do any act which would be a breach of the covenants in the lease, and to make good any damage done in the removal of the fixtures. He removed the fixtures, doing some damage in the process, and then left the premises without repairing the damage. Subsequently, the liquidator assigned to the plaintiff all the interest of the company in the premises and the benefit of clause 14 of the above agreement. The plaintiff claimed in the present action damages for breach of the covenants in the agreement, and also damages for waste. The former claim was allowed, and WARRINGTON, J., gave judgment for him for so much of the damages as was attributable to a breach of the covenants in the lease, but he held that the claim for waste was not assignable. On the latter point the plaintiff appealed, but the Court of Appeal agreed with the decision of WARRINGTON, J. So far as the damage was due to waste, it was the result of a tortious act committed before the assignment of the premises to the plaintiff, and no action could be maintained by the plaintiff in respect of it. No doubt this would be so in the case of an assignment of a claim in tort apart from property; but since the premises also were assigned, it would seem that the claim for an injury to the premises could be assigned with them. There is, it has been said, no champerty in an agreement containing provisions for the purpose of enabling the *bona fide* purchaser of an estate to recover for injuries done to it previously to the purchase: *Dawson v. Great Northern and City*

Railway (1905, 1 K. B., p. 271), referring to *Williams v. Protheroe* (5 Bing. 309). It does not seem clear why this principle did not apply in the present case.

Henry Hartley Fowler.

HENRY HARTLEY FOWLER closed his life as Viscount WOLVERHAMPTON. In his case a peerage was the fitting recognition of a long life spent in the public service, but in noticing the record of that life which his daughter has prepared,* it is natural to revert to the name under which he achieved greatness. The book is open to the criticism that it is too full, and that it contains much which is of interest only to members of the denomination to which, with steadfast consistency, he belonged. But without those details it would have been incomplete. To many for whom the book is written they will constitute not the least interesting part, and for the general reader they are by no means without importance. They are essential ingredients in the story of a man who had a wide out-look in many directions. Religion with him was never obtrusive, but without his strong religious interests it may be doubted whether he would have attained his eminence both in municipal and Parliamentary life. At any rate, the details which swell the size of the volume are necessary for the author's scheme, not, as she herself says in the preface, "to paint HENRY FOWLER's portrait in literary colours that could not fade . . . but to shew the man as he was at home, and in all the simple natural attitudes of mind, which the historian could not see, and, even if he did, would never deign to portray."

HENRY FOWLER was born in 1830, the son of the Rev. JOSEPH FOWLER, a minister who attained a distinguished position in the Wesleyan Methodist Connexion. Mrs. HAMILTON gives a vivid picture of the home in which her father was brought up, the influence of which meant so much for him in after life. But he did not allow religion to be mixed up with politics. "I have heard politics all the week," he often used to say, "and, on Sunday, I want to hear something quite different. Besides, I know quite as much about politics as any preacher can tell me, if not a little more." His education was at Woodhouse-grove School, near Leeds, then a well-known Connexional school, and at St. Saviour's School, Southwark. But the way was not opened for the career he desired. His wish was to go to Oxford, and then to the bar. St. Saviour's—now, we believe, more usually called St. Olave's—had no scholarships to assist him, and his father's death, just as HENRY FOWLER reached manhood, made it impossible for his ambition to be fulfilled. He entered, instead, upon the career of a solicitor. He was admitted in 1852, and remained in London for two or three years; but, as a boy, he used to stay in Wolverhampton with his uncle, JOHN HARTLEY, who had married a daughter of GEORGE BENJAMIN THORNYCROFT, a great Staffordshire ironmaster, and he met there her younger sister ELLEN. "At that early age he made up his mind that he would one day be member of Parliament for Wolverhampton and would marry ELLEN THORNYCROFT."

These aspirations led to his leaving London for Wolverhampton, and in 1855 he commenced his professional career, shortly afterwards entering into partnership with Mr. CHARLES CORSER. His marriage with Miss THORNYCROFT took place in 1857, not wholly with the approval of her family, but a true estimate was expressed by a friend who said to her, "Ellen, that man will go far and he will take you with him," and subsequently for many years he was wholly occupied with his practice and with municipal work. His second partners were Mr. F. T. LANGLEY, who joined him in 1879, and Mr. C. N. WRIGHT. The account given by Mr. LANGLEY of his relations with Mr. FOWLER forms very pleasant reading. "We continued in partnership upon the most cordial terms, which were never broken by any disagreement or unpleasantness of any kind, till 1908, when, on being raised to the peerage, and becoming Lord President of the Council, the partnership, which had been only a nominal one for many years, came finally to an end." But if his partners were fortunate in having a man of Mr. FOWLER's generosity and fairness to work with, it was only the confidence which he was able to place in them which enabled him to divest himself so largely of active interest in business and to turn to other matters. In 1876 he joined Mr. (now Sir ROBERT) PERKS in establishing a London firm in addition to the firm at Wolverhampton, and this partnership lasted twenty-five years. "Concerning that happy and successful alliance," writes Sir ROBERT, "perhaps it is enough to say that it was one long period of unbroken friendship. We often differed in our judgment; but we were close friends all the time, and throughout that long stretch of years we never had one unpleasant word. No letters of complaint or recrimination were ever written. When business losses came, as they did more than once, not a word of blame was ever uttered. We

built up a large law business, and our house stood because it was not divided." This business was entirely separate from that at Wolverhampton. Among the rules laid down for it were, never to touch any criminal work; to have nothing to do with building societies or county court cases; to avoid divorce and matrimonial disputes; and to do no work for women, "though I am not sure," adds Sir ROBERT, "that my partner approved of this last condition. The policy of specializing upon railway and Parliamentary practice which we pursued proved a wise one, for within four years of starting business we became the lawyers for the Metropolitan railway, and found our hands full of work in the Parliamentary Committee Rooms."

Notwithstanding his two partnerships, HENRY FOWLER's main interests in life lay outside his profession; otherwise he could never have attained the eminence which was his in political life; but, nevertheless, his experience and advice were at the service of his professional brethren, and for many years he was a member of the Council of the Law Society. In 1901 he was president, and in his presidential address delivered at Oxford he gave an interesting account of the legal changes which had marked the course of the 19th century. Then, as now, the question of the efficiency of the administration of justice was before the public, and he expressed the objects at which we are still aiming: "The idea of a perfect administration of justice is that the tribunal should be impartial and competent, that its procedure and decision should be speedy and final, and that this should be secured at the smallest possible expense to the suitor." One reform which he advocated, the establishment of a Court of Criminal Appeal, has been accomplished, and another, the extension of the jurisdiction of the County Courts, has been partially dealt with. But, ability like his, would have been invaluable on a Judicature Commission, such as that which is now about to be appointed. "As in all the departments of life with which he was connected," Mrs. HAMILTON says with a daughter's pardonable—and, indeed, in this case, justifiable—pride, "he brought distinction and honour to the profession to which he belonged, counting it ever more important what he could do for it than what it could do for him."

Outside the law he had varied occupation. "Directorships in the publishing house of Cassell's, the Star Insurance and other companies, the chairmanship of the Kent Water Works, and subsequently that of the National Telephone Company, gave HENRY FOWLER business interests beyond his profession, and provided a compensating balance against the purely voluntary public work with which his life was packed." But it is that voluntary work by which he was best known. It commenced with his active participation in the municipal life of Wolverhampton. He was elected a town councillor in October, 1858, and at once plunged into work—such as sewage schemes and water supply—of obvious public utility. He was an alderman in 1860, and in 1862, when he was mayor, he promoted the interests of the Wolverhampton Orphanage, the Grammar School, and every educational institute, and on retiring from the mayoralty he was instrumental in procuring the grant of a Court of Quarter Sessions for the borough. No work could have been a more fitting prelude for that wider sphere which lay before him. Gradually he became as much immersed in politics as he had been in municipal affairs, but the definite start was made in that direction when in 1873 he failed to secure re-election to the Wolverhampton School Board, of which he had been the first chairman. His election to Parliament did not come, however, till 1880, when he defeated his opponent, Mr. HICKMAN, by a majority of 5732. Mr. HICKMAN told him that his victory was due even more to his courtesy than to his power, a remark which typifies all his public life.

To deal with that life in any detail would be beyond our present object. It is for others to appreciate the part which he played in politics from his entry into Parliament until his retirement in 1910. He took an active part in the legislative conveyancing reforms of 1881 and 1882, and in the latter year he moved an address for the preservation of the offices of Chief Justice of the Common Pleas and the Chief Baron of the Exchequer; an effort unsuccessful and probably mistaken, but nevertheless prompted by a desire to maintain the dignity and efficiency of the law. But his chief legislative achievement was the management of the measure which became the Local Government Act, 1894. In 1884 he declined the office of Civil Lord of the Admiralty on the ground that he had no practical qualifications for it, but in 1886 he became Financial Secretary to the Treasury, and in the same year also a Privy Councillor. When GLADSTONE returned to power in 1892 HENRY FOWLER might fairly have expected an appointment of the first rank, but only the Presidency of the Local Government Board was offered to him, and he shewed his loyalty to his country and his party by accepting it. On GLADSTONE's retirement in 1894 he at length attained a position suited to his abilities and became Secretary of State for India. Unfortunately the course of politics allowed him to hold this for little more than a year, and when after a long interval his party were again in power his time for active work had passed. In December, 1905, he was made Chancellor of the Duchy in Sir H. CAMPBELL-

* The life of Henry Hartley Fowler, First Viscount Wolverhampton, G.C.S.I. By his daughter Edith Henrietta Fowler (Hon Mrs. Robert Hamilton). Hutchinson & Co.

BANNERMAN'S government, and in 1908 he was raised to the House of Lords at the same time as Mr. JOHN MORLEY, his most intimate political friend. "Hitherto," wrote Lord JAMES OF HEREFORD to him, "I have never desired to be a Viscount, but now I do so. For if I were of that high degree I should seek to be allowed to introduce into that chamber, which needs so much amendment, one of my oldest and most regarded friends." Later in the year he became Lord President of the Council, an office which he resigned in 1910. Throughout his whole life his course was marked by steady perseverance in doing good, public and private, and his conduct to those with whom he came in contact was characterized by his aphorism: "If you have nothing pleasant to say, say nothing." With the many intimate details which lend interest to the book we cannot deal. It is a worthy memorial of a worthy career.

Reviews.

Star Chamber Records.

PROCEEDINGS IN THE COURT OF STAR CHAMBER IN THE REIGNS OF HENRY VII. and HENRY VIII. Edited by GLADYS BRADFORD, Fellow of Newnham College, Cambridge. Somerset Record Society, 1911.

This is a very useful and valuable collection of Star Chamber cases affecting the county of Somerset in the reign of the two first Tudor sovereigns. It is to some extent modelled on, and may be considered as a supplement to, the two volumes of the Select Cases in the Star Chamber, edited by Mr. J. S. Leadam for the Selden Society. But it aims at producing a complete set of the reports so far as they affect Somerset. A remarkable proof of the wealth of materials to be garnered from these records is to be found in the fact that, of the forty-five cases in this volume, only one finds place in Mr. Leadam's selections. If every county in England were to follow the example of Somerset and produce a corresponding volume as well edited, an enormous mass of valuable unpublished materials would be available for the historians of the Tudor period.

The work is full of interesting cases, many of which are only brought within the jurisdiction of the Star Chamber by the lawlessness of the times or the ingenuity of the lawyers in pleading it. For instance, is a particular pew in Minehead church appurtenant to a particular house or at the general disposal of the churchwardens? (*Dobell v. Soley*, p. 121) This simple issue of property law comes to the Star Chamber because the churchwardens, whose jurisdiction is challenged, forcibly remove from the pew the kneeling wife of the claimant, and have the pew promptly broken up, in the vain hope of thus disposing of the dispute as well as the subject-matter of the dispute. Frequently, according to the pleadings, both sides take the law into their own hands, with the support of a team of neighbours or retainers; fight it out like a football match; and the unsuccessful party hales the conqueror before the Star Chamber for riot. In this fashion that court gets seisin of disputes as to (1) the prescriptive right to maintain a dyke near Sedgemoor (*Castell v. Abbot of Athelney*); (2) right to the parsonage of Castle Cary (*Crouch v. The Abbot of Bath*); (3) the administration of the Hospital of St. John at Bath (*Crouch v. Horner*); (4) the right to the manor of Eastham (*Braye v. Lacy*); (5) the right to a ferry at Bristol (*Alge v. The Abbot of St. Augustine's*), and many like questions. A tasty flavour of riot runs through the whole, e.g., "the said Crouche in a furyouse fashion swore by the Lord is woundes that he would lay is swerde upon the said Sherwode is hede."

There is a good introduction, in which the editor discusses the bearing of these cases upon the mode of addressing the court, the procedure of the court, and the taking of evidence, and other matters. She has found three new modes of addressing the court, in addition to the eleven noted by Mr. Leadam. The topographical and biographical notes, necessary for a local publication, appear to be well done. Altogether the volume is a valuable addition to our knowledge of Tudor manners and Star Chamber proceedings.

Rating.

THE LAW AND PRACTICE OF RATING, BOTH WITHIN AND WITHOUT THE METROPOLIS. THIRD EDITION. By WALTER C. RYDE, K.C. Butterworth & Co.; Shaw & Sons.

The law of rating affects large interests, and since it raises questions of difficulty both as regards law and facts, it is not surprising that it produces a considerable amount of litigation. Mr. Ryde, in his preface to the present volume, after referring to the decisions of the House of Lords in *Great Central Railway Co. v. Banbury Union* (1909, A. C. 78), on the rating of railways, and in *Kirby v. Hunslet Union* (1906, A. C. 43), on the rating of machinery, observes that the former decision has already led to several appeals,

while the latter is likely to lead to more; "and the stream of litigation on the points dealt with in either case will probably flow on until it reaches the House of Lords." From the lawyer's point of view this represents a very healthy state of affairs; whether railway companies and traders appreciate it is another matter; as for the ratepayer the expense is but a small part of his burden, and he does not realize it. However, rating cannot go on without the method of assessment being determined, and the expense is a necessary incident.

In the present volume Mr. Ryde has taken the opportunity of thoroughly revising the whole work, at the same time summarizing the new cases on the subject and drawing attention to the development of the law. He deals in successive parts with the persons liable to be rated, the measure of liability, the different kinds of property, and practice and procedure; the last part being divided into procedure outside and procedure within the metropolis. The work is characterized throughout by careful statement and examination of cases; for instance, the case of *Great Central Railway Co. v. Banbury Union*, referred to above, determined that a "link line" between two different companies was to be rated on the net profits earned in each parish, and not on the value of the line for earning profits elsewhere. In that case the link line was a line eight miles long, connected at its northern end with the Great Central Railway at Woodford, and at its southern end with the Great Western Railway at Banbury, thus forming a main line route from the north to the south and west of England. It was only used for through traffic. Hence the actual earnings on the line itself were small compared to the value of the line for earning through rates. The whole question is very carefully discussed in this edition.

Mr. Ryde, in the preface, makes several suggestions for the amendment of the law. In particular, he considers that there is urgent need for codification of the rating Acts in order to make it easy to ascertain the appropriate procedure in any particular case—for instance, to whom notice of appeal must be given and the length of notice; and also that the right of appeal against the decisions of quarter sessions should be extended. These and other suggestions deserve consideration, but the amendment of the law is distant and problematical; the utility of Mr. Ryde's book is immediate and certain.

Books of the Week.

Copyright.—The Copyright Act, 1911, with Introduction, Notes, the Orders in Council, and the Board of Trade Regulations. By S. P. KERR, Barrister-at-Law. Jordan & Sons (Limited).

Wills.—Ancient Curious and Famous Wills. By VIRGIL M. HARRIS, Member of the St. Louis Bar. Stanley Paul & Co.

Diary.—The Solicitors' Diary, Almanac and Legal Directory, 1913. Including Lists of London and Provincial Barristers-at-Law, and of London and Country Solicitors, with Appointments Held by Them. Sixty-ninth Year of Publication. Waterlow & Sons (Limited).

Correspondence.

Copyright of Corporations.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—It is, I believe, fixed law that copyright may be owned by a corporation just as by an individual, the rights of such corporation being governed by the same principles as those that apply in the case of the individual owner.

I have some difficulty, however, in applying the term of the copyright—extended by the recent Act to the life of the author, and fifty years following—to the case of a corporation, and I cannot find the point expressly dealt with, either in the present Act, or in any work on the subject.

The question has arisen with regard to certain maps, plans and similar documents which are produced and owned by a corporation, and offered by them for sale to the public.

From the fact that a corporation has in law a perpetual existence it might be held that in such a case the copyright subsists for all time, but I do not feel at all sure that such would be the true interpretation of the Act.

I shall be glad to know if any of your readers can enlighten me on the subject.

Oct. 26.

PUZZLED.

It is stated that Mr. W. F. Hamilton, K.C., of the Chancery Bar, who is now attached to Mr. Justice Parker's court, is going "special."

CASES OF THE WEEK.

House of Lords.

TAFF VALE RAILWAY CO. v. JENKINS. 23rd Oct.

NEGLIGENCE—DEATH OF DAUGHTER—REASONABLE EXPECTATION OF PECUNIARY BENEFIT—FATAL ACCIDENT ACT, 1846 (9 & 10 VICT. C. 93) ss. 1, 2.

The father of a girl, killed in a railway accident, claimed damages under Lord Campbell's Act. At the trial the evidence was that the girl, who lived at home and was then apprenticed to a dressmaker, was not contributing to the household expenses, but that she was a clever workwoman, and that there was a reasonable expectation that she would do so as soon as she was out of her apprenticeship, which would be in a couple of months or so.

Held, that there was sufficient evidence to justify the judge leaving the case to the jury, inasmuch as under Lord Campbell's Act it was sufficient for the plaintiff to show that he had lost a pecuniary benefit by the death of his daughter, and there was nothing which limited that pecuniary benefit to an actually existing benefit.

Decision of Court of Appeal (Farwell, L.J., dissenting) (28 T. L. R. 340) affirmed.

Appeal by the railway company from an order of the Court of Appeal dismissing an appeal by the present appellants from a verdict and judgment entered for the plaintiff at the trial before Channell, J., and a jury at the Cardiff Assizes. The plaintiff was the father of a girl named Hannah Jenkins, who was apprenticed to a millinery and tailoring business at Pontypridd, and her term of apprenticeship would have expired in March, 1911. On the 23rd of January, 1911, an accident occurred on the Taff Vale Railway, through a passenger train colliding with a stationary mineral train near Pontypridd. The girl and ten other passengers were killed and many other persons injured. The evidence given for the plaintiff's case was that the deceased was an exceptionally good workwoman and likely to succeed in a dressmaking business she proposed starting at her father's house as soon as her apprenticeship was up, and that she had already some customers of her own for whom she worked in her spare time. That if, instead of starting on her own account, she remained on in her present situation she could earn small wages at first, with a prospect of their rising to £2 a week. It was also shown that she sometimes helped her mother in the greengrocer's shop. The learned judge ruled there was evidence fit for the jury to consider on the question of damages. The jury found a verdict for £75, and judgment was given accordingly. The company appealed, and submitted that the jury were only entitled to award damages for pecuniary loss, and there was no evidence before them of any such loss. Without hearing counsel for the respondents,

LORD HALDANE, C., said this was an appeal against an order of the Court of Appeal which—Farwell, L.J. (dissenting)—refused their application for a new trial. He knew no foundation for the appellants' proposition. The principle on which a jury were to give damages was well ascertained. Damages were not to be given as a solatium for the loss to the parent of his child, but as compensation for any pecuniary loss to him brought about by the death of the child. And damages on that ground were not restricted to actual present loss, but might include a reasonable expectation of pecuniary benefit in the future. He protested against putting on a court of law what was the clear function of the jury. It seemed to him that the jury had sufficient material here on which they reasonably could find there was a prospective pecuniary advantage to the parents of which they were deprived by her death. On the question of amount, it was impossible for the court to scrutinize the verdict minutely. He could conceive many things which the jury might have taken into account. He moved that the appeal should be dismissed, with the usual consequences.

Lords ATKINSON and MOULTON concurred.

Lord SHAW, in concurring, said he could not conceive any reason why the House of Lords should ever think of disturbing a verdict on the ground of excessive damages, unless the damages were so excessive as to make the verdict "perverse." Appeal dismissed with costs.—COUNSEL, for the appellants, B. Francis-Williams, K.C., and Beasley; for the respondents, Alan Macpherson. SOLICITORS, Williamson, Hill, & Co., for Ingledew & Sons, Cardiff; Billing & Co., for A. J. Evans, Pontypridd.

[Reported by ESKINS REID, Barrister-at-Law.]

Court of Appeal.

DEFRIES v. MILNE. No. 2. 22nd and 23rd Oct.

WASTE—DAMAGES FOR, NOT ASSIGNABLE.

A lease of a factory for a long term of years contained a covenant for the repair of buildings. The lessee agreed with the defendant for the sale to him of the tenant's fixtures and fittings in the factory, and to give him the use and occupation of the premises for some months, he covenanting not to commit any act which if done by the lessee would be a breach of the covenants in the lease, and to make good to the satisfaction of the lessor all damage done in the removal of the fixtures sold.

The defendant, having damaged the soil and roadway by taking up furnaces and granite and steel pavement without restoring the surface, the plaintiff purchased from the lessee his interest in the lease and the benefit of the above covenants. In an action claiming damages,

Held, that the acts complained of amounted to waste, and that the right of action in respect of them was not assignable, and that the plaintiff as assignee of the lease was only liable in nominal damages to the lessor for the injury to the reversion by the state of the premises, and could not recover from the defendant.

Appeal from the decision of Warrington, J., as after stated. By a lease of the 9th of November, 1906, the Antelope Works at Deptford were demised to the plaintiff for the term of 41½ years, subject to a covenant to repair, uphold, sustain, maintain, glaze, lead, slate, white-wash, paint, paper, and keep the buildings and erections and the premises demised, and all erections and buildings which during the continuance of the demise should be erected, built or added to the premises so often as occasion should require the same. The plaintiff accepted this lease as trustee for a company which went into possession and erected furnaces and paved the roadway with granite into which steel plates were let for the wheels of carts to run on. In 1909 the company went into liquidation, and by an agreement made with the approval of the court, on the 2nd of May, 1911, the company and the liquidator agreed to sell to the defendant certain property, including the fixed plant and machinery at the Antelope Works; the lease of the works was not included in the sale, but the defendant was to have the use and occupation of the premises up to the 29th of September, 1911, upon condition of placing the liquidator in funds to pay the rent and other outgoings falling on the lessee. By clause 14 the defendant covenanted not to do or suffer any act which, if done by the lessee, would be a breach of any of the covenants in the lease other than that for payment of rent, and also to make good to the satisfaction of the lessor all damage done in the removal of the fixtures sold. The defendant entered under this agreement and removed the fixtures, including the furnaces and roadway, leaving the premises in a very dilapidated condition owing to his failure to make good the damage done. By an agreement of the 6th of November, 1911, made with the approval of the court, the plaintiff purchased from the company and the liquidator all their interest in the premises, and all the benefit and advantage of clause 14 of the above recited agreement. Having obtained the lessor's consent to abide by the opinion of the plaintiff's surveyor as to the state of repair of the premises, the plaintiff brought this action, claiming (i) damages for breach of the covenants in the agreement for sale; and (ii) damages for waste. Warrington, J., gave judgment for the plaintiff for so much of the damage caused by dilapidation as amounted to a breach of the covenants in the lease, but held that the action was not maintainable as to so much as amounted to waste, including the injury to the freehold caused by the removal of the furnaces and roadway. At the request of Cozens-Hardy, M.R., Farwell, L.J., delivered the leading judgment.

FARWELL, L. J., stated the facts, and said: So far as direct claims under the covenant in the purchase agreement are concerned, the judge has decided for the plaintiffs. The subject matter of the appeal arises in this way: The defendant tore up plates and granite setts and furnaces, and the claim is not for the articles removed, but for waste. No damage could have been recovered by the head lessor, as the injury to the reversion is small. The fixtures were tenants' fixtures, and the lessee's only liability is to replace the roadway and surface. It is said that the plaintiff has a right in the nature of a reversion relating back to his former position as trustee, and can apply this right as a means of obtaining damages. It is also said the defendant, as a sub-lessee, was under an implied covenant not to commit waste. Neither of these contentions is sound. Damages for waste can only be recovered in tort, notwithstanding the dicta of Escher, M.R. in *Witham v. Kershaw* (16 Q. B. D. 613). In *Marker v. Kenrick* (13 C. B. 188), Jervis, C.J., says "the lessor may sue for waste in an action upon the case, although the lease contains a covenant upon which the lessor might maintain an action for the same wrong." In this case no action is available in respect of tortious acts committed before the assignment to the plaintiff. His agreement does not purport to assign any right of action for tort, if it did so it would be bad in law. *Fitzroy v. Cave* (1905, 2 K. B. 364) shews that a chose in action, whether for breach of covenant or not, was not assignable except in equity, but a right in tort was not assignable either at law or in equity. In *Prosser v. Edmonds* (1 Y. and C., Ex. 481) the plaintiff claimed as assignee of the right to have a deed set aside for fraud, and it was decided that a chose in action, not coupled with any partial interest in possession, and which cannot be reduced into possession without a suit is not assignable in equity. See also *Dawson v. Great Northern and City Railway Co.* (1905, 1 K. B. at p. 271:—"An assignment of a mere right of litigation is bad: *Prosser v. Edmonds* (supra); but an assignment of property is valid even though that property may be incapable of being recovered without litigation: see *Dickinson v. Burrell* (L. R. 1 Eq. 337).") Then it was argued that this rule rests on grounds of public policy, and that regard for that policy does not at the present day require us to enforce the rule. The rule is, however, too well established for us to reverse it, and in any case I am satisfied that it would be most dangerous to allow the liquidators of companies to sell rights of action for damages to speculators.

HAMILTON, L. J., in the course of a judgment to the same effect said, the plaintiff is under no measurable liability to the lessor, and

has not been directly damnified. His indirect claim rests on assignment.

COZENS-HARDIE, M.R., concurred, and the appeal was dismissed with costs.—COUNSEL, *Henry Terrell, K.C.*, and *J. W. P. Beaumont, Cave, K.C.*, and *Sheldon*. SOLICITORS, *Harbutt & Pollock; Stibbard, Gibson, & Co.*

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

High Court—Chancery Division.

Re ASHBURNHAM, Deceased. GABY v. ASHBURNHAM AND OTHERS. Swinfen Eady, J. 17th Oct.

WILL—CONSTRUCTION—GIFT OF "ALL MY FURNITURE AND HOUSEHOLD EFFECTS AT PRESENT AT AUBREY LODGE"—WILL SPEAKING FROM THE DEATH—MOTOR-CAR IN OUTBUILDING—WILLS ACT, 1837 (1 VICT. C. 26) s. 24—CONTRARY INTENTION—MOTOR-CAR INCLUDED IN GIFT.

Where a testator by his will gave all his furniture and household effects "at present at Aubrey Lodge" to A, and gave his books, family letters and relics "at present at Aubrey Lodge" to B, and there was a motor-car in an outbuilding at Aubrey Lodge which it was stated had been purchased subsequently to the date of the will.

It was held that the motor-car passed under the gift to A.

Re Howe, Fernieough v. Wilkinson (1908, W. N. 223), followed.
Re Hall, deceased, Watson v. Hall (56 SOLICITORS' JOURNAL, 615), distinguished.

This was an originating summons taken out by the attorney for the executor of the deceased testator to determine the question whether a certain motor-car, which at the date of the death of the testator was in a garage or outbuilding at Aubrey Lodge, passed by his will to a certain Mrs. Tallyn under a gift to her of "all my furniture and household effects at present at Aubrey Lodge" or not. It was stated that the motor-car had been purchased by the testator subsequently to the date of his will. The testator by his will, after giving an annuity of £400 a year to Mrs. Tallyn, and making the above-mentioned provision in her favour of his furniture and chattels, proceeded to appoint his brother his sole executor, and after giving him all his residuary estate proceeded as follows: "My books, family letters and relics, at present at Aubrey Lodge, to become the property of the said sole executor." It was contended by counsel for the residuary legatees that the motor-car did not pass under the gift to Mrs. Tallyn of "all my furniture and household effects at present at Aubrey Lodge." In the first place, the words "at present at Aubrey Lodge" must be taken to mean at the time when the testator made his will. Here was a "contrary intention" expressed within the meaning of section 24 of the Wills Act, 1837. This case is indistinguishable from the case of *Cole v. Scott* (1849, 1 Mac. & G. 518), where the word used in the will which was held to establish a "contrary intention" expressed by the testator was the word "now." Then with regard to what may be said to pass by these words they relied on the case of *Re Ebbewer Hall, deceased, Watson v. Hall* (56 SOLICITORS' JOURNAL, 615), as supporting their contention that the motor-car did not pass. Counsel for Mrs. Tallyn contended that here there was no "contrary intention" expressed by the will to take the case out of the ordinary rule that a will speaks from the date of the death. They contended that the case was covered by the decision in *Wagstaff v. Wagstaff* (1869, 8 Eq. 229). With regard to the question of what passed under this gift they relied on the decision of Eve, J., in *Re Howe, Fernieough v. Wilkinson* (1908, W. N. 223), where it was held that a gift of the testator's household furniture and effects was effectual to pass the property in his horses and carriages.

SWINFEN EADY, J., after stating the facts, said: I do not think the question of when this motor-car was purchased is material, because I have decided that this case is covered by the decision in *Wagstaff v. Wagstaff* (*ubi supra*). In that case it was decided that the words "which I now possess" could not be held to shew a contrary intention within the meaning of section 24 of the Wills Act, and Lord Romilly, M.R., there said: "In all these cases the law says that you must read the will as if it had been written on the day of the testator's death, and you must have distinct words, as there were in *Cole v. Scott*, in order to shew that the property acquired subsequently to the date of the will is not intended to pass." It was precisely because the will in the case of *Cole v. Scott* (*ubi supra*) contained in itself those distinct indications that the will was there held to express a contrary intention. Such decision was not arrived at only by reason of the frequent use of the word "now." Here there are no such indications in the will itself. The words in this will "at present at Aubrey Lodge" are merely part of the description, and cannot be taken as such an indication of "contrary intention." With regard to the question of what will pass under this gift I am of opinion that this motor-car does pass. This is a similar case to that of *Re Howe, Fernieough v. Wilkinson* (*ubi supra*), where the words "household furniture and effects" were held to include horses and carriages. Here there is a clear intention in the will to give everything in the house to Mrs. Tallyn. With regard to the recent decision of my brother Parker, which has been pressed upon me by counsel for the residuary legatees, that decision is in my opinion based entirely on the collocation of words in which the word "carriages" was used. It

was clear, from the words of the will in that case, that the testator only intended to give such effects as were *ejusdem generis* with carriages—i.e., horses, harness and stable furniture, and for that reason only the motor-car was held not to pass by such gift.—COUNSEL, *H. B. Vaisey; Hon. E. C. Macnaghten, K.C.*, and *Ward Coldridge; Micklem, K.C.*, and *Dighton Pollock; Hon. Frank Russell, K.C.*, and *Bryan Farrer*. SOLICITORS, *Pencock & Goddard for Gaby & Stapylton-Smith, Hastings; Martineau & Reid.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re WISE, SMITH v. WALLER. Eve, J. 17th Oct.

SETTLEMENT—PORTIONS—VESTING—YOUNGER CHILDREN—"ELDEST OR ONLY SON"—SECOND SON BECOMING ELDEST—SECOND SON ENTITLED.

A younger son in whom a portion becomes vested, and who subsequently becomes the eldest son before the portion is payable, is entitled to share in the portions fund, if there is enough in the settlement by which the portions were provided to shew that the character of the younger child was to be ascertained at the time when the portions vested, and not at the time when they fell into possession.

Windham v. Graham (1 Russ. 331) followed.

This was an adjourned summons asking whether upon the true construction of a settlement a younger son became entitled to share in a portions fund notwithstanding that he became entitled to the settled estates by the death of his eldest brother. By a settlement made in June, 1828, by H. C. Wise, the elder, real estate was limited to trustees for 1,000 years, and subject thereto to H. C. Wise for life, and after his death to his first and other sons in tail male. The trusts of the term were to raise the sums therein mentioned for the portions for the younger children as H. C. Wise should appoint, and in default to children equally, the shares of sons to be paid at twenty-one, but if such attainment of twenty-one should happen in H. C. Wise's lifetime, to be vested at such time as aforesaid, and to be paid immediately after his death, provided that if any son should die under twenty-one, or before attaining such age, should become an eldest or only son, and should be in actual possession of the settled estates, the share of such son should go to the survivors of the children who should have attained twenty-one. H. C. Wise the younger was the eldest son, and attained twenty-one in 1850, and died in 1854. The second son G. W. attained twenty-one in 1851. H. C. W. the elder died in 1883, and by his will, made in 1880, in exercise of his power under the settlement appointed a sum of £5,000 between his two surviving children, G. Wise and A. Wise. G. Wise died in 1888, and A. Wise in 1912. The question now arose whether under these circumstances G. Wise was entitled to share in the portions fund.

EVE, J.—According to the general rule of construction the expression eldest son in settlements of this kind is not equivalent to first-born son, but means the son who eventually succeeds to the settled estates. But this rule must, of course, be subject to the terms of the particular settlement, and the question is whether the effect of the provisions in this particular settlement as to the vesting of the portions, and the accrual and other clauses, operated to prevent the application of the rule. On the one hand, the case of *Windham v. Graham* (1 Russ. 331) was relied on as shewing that the time for ascertaining the true character of the son was the time when the portions vested, and not when they fell into possession. On the other hand, it was contended that the effect of the accrual clause was not sufficient to prevent the application of the general rule, and in support of that contention the case of *Re Bayley's Settlement* (L. R. 9, Eq. 491, 6 Ch. 590) was cited. That case, however, does not overrule *Windham v. Graham*, and I think I ought to follow the construction applied in *Windham v. Graham*, and to hold that the time for determining whether G. Wise was a younger son is the date when he attained twenty-one in 1851, when his portion became vested, and not when it fell into possession. In my opinion, therefore, G. Wise was a younger son for the purpose of participating in the portions fund, and the question asked by the summons must be answered in the affirmative.—COUNSEL, *F. E. Farrer; Jessel, K.C.*, and *Bryan Farrer; Inghen, K.C.*, and *Crossfield; P. O. Lawrence, K.C.*, and *A. L. Ellis; H. S. Preston*. SOLICITORS, *Stow, Preston, & Lyttleton, for Campbell, Brown, & Ledbrook, Warwick; Cain & Tomkins; Dawson, Bennett, & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Solicitors' Cases.

Solicitors Ordered to be Struck Off the Rolls.

Oct. 29.—HENRY HERBERT PRICE.

Oct. 29.—ROBERT RODGERS.

Solicitors Ordered to be Suspended.

Oct. 29.—JAMES HERBERT ROOK, formerly of Folkestone, ordered to be suspended for one year.

Oct. 30.—WALTER JOHN WENHAM, 11, John-street, Bedford-row, W.C. Ordered to be suspended for six months from 30th of November, 1912.

CASES OF LAST SITTINGS.

Court of Appeal.

FRASER v. FEAR. No. 2. 1st and 27th, July.

FISHERY—SALMON FISHERY ACTS, 1861, 1873—BREACH PUNISHABLE SUMMARILY—ACTION BY PERSON INTERESTED.

Per cur. Where a person does acts which are prohibited by the Salmon Fishery Acts and are punishable in a summary way, any party having fishing rights in the river affected may maintain a civil action against him, provided he can prove that the acts complained of have materially damaged his fishery, e.g., by interfering with the propagation of fish in the river.

Per Cozens-Hardy, M.R., and Kennedy, L.J., diss. Farwell, L.J., the evidence in the case did not establish damage.

Decision of Eve, J. (56 S.J., p. 311), affirmed on this ground.

The appeal from the decision of Eve, J. (56 S.J., p. 311), was dismissed, the majority of the court holding that no damage was proved. On the general question of the plaintiff's right to sue in respect of acts which are punishable by proceedings before magistrates under the Salmon Fisheries Acts, the following observations were made:—

COZENS-HARDY, M.R.: It is urged that it is sufficient for the plaintiff to establish that the state of things at the mill is illegal and contrary to the provisions of the Salmon Fisheries Act, 1861. The Legislature has provided means for enforcing the prohibition in the Act, and in my opinion that is the proper mode to deal with such a case. I do not doubt that an illegal act causing special and peculiar damage to the property of another person may justify an action to abate the mischief, but I shrink from saying that any and every person having fishing rights in the River Test above, and it may be also below, the mill could maintain an action against the mill owner. In my opinion, some special and definite damage clearly attributable to the illegal act must be established. The court ought not to interfere by action when the damage is uncertain and problematical. I think the plaintiff has failed in proving that any proprietary right has been substantially interfered with.

FARWELL, L.J.—Eve, J., has held that the plaintiff's right is confined to free passage for salmon up stream, and that inasmuch as the limit of the plaintiff's demise is some little way below the point where the mill stream leaves the river, he has no right of action in respect of anything done on the mill stream. I am unable to agree with this view, nor do I think that the Lord Chancellor in *Hamilton v. Donegal* (5 Ridge, P.C. 324) meant to make an exhaustive statement of the law, but to state it only so far as was necessary for the determination of the case before him. The first question is whether the statute creates a right enforceable in any other way than that appointed by the statute: Eve, J., has held that it does, following *Stevens v. Chouen* (1901, 1 Ch. 894), approved by Lord Lindley in *Yorkshire Miners v. Howden* (1905, A.C., 280), and I agree with him. The next question is whether the plaintiff has sufficient interest individually, as distinct from the rest of the public, to enable him to sue in his own right. It is of course impossible to prove any loss of individual fish, but, in my opinion, the evidence is sufficient to prove some injury to his fishery; and I am not disposed to weigh in golden scales the amount of such injury in favour of a defendant who is undoubtedly committing a deliberate breach of statutory requirements, nor to accept as a sufficient excuse that he is taking reasonable care in committing such breach, unless such care displaces all injury, which in this case it does not. It is not necessary to consider whether he could have maintained an action on the case for injury apart from the statute; the real question is whether the rights intended to be prohibited were those of the public only, or of any other persons also who may suffer from its breach (see per Lord Selborne in *Bram v. Thomas*, 50 L.J., Q.B., 664). If it be the latter, it is well settled that the breach of a statutory duty is a tortious act, entitling the sufferer to special damages. Thus, in Comyn's Digest, title "Action upon Statute" (F.), it is stated:—"So in every case when a statute enacts or prohibits a thing for the benefit of a person, he shall have a remedy upon the same statute for the thing enacted for his advantage or for the recompense of the wrong done to him contrary to the said law." This has been recently acted upon in this court in *Dawson v. Bingley Urban District Council* (1911, 2 K.B. 149).

KENNEDY, L.J.—I am not prepared to accept Eve, J.'s, proposition of law that if salmon did travel up the cut on their way to the spawning ground above May's Island, the fact that they would not pass through the plaintiff's water on their way up stream would in itself be fatal to the plaintiff's claim upon this head. I think that the plaintiff in respect of his fishery might have a legal ground of action if he could prove an act which materially damaged the propagation of salmon in the river, and could also prove that the act was without legal justification. In saying this, however, I do not mean that he could make out a case for damages or an injunction by simply proving a breach of the provisions of section 26 of the Salmon Fisheries Act, 1861. I greatly doubt whether the infringement of that section, which imposes a penalty recoverable summarily (see Salmon Fisheries Act, 1873, ss. 62-5), creates a right of civil action available to the proprietor of a fishery. I do not think that the decisions in *Dawson v. Bingley Urban District Council* (supra), and *Stevens v. Chouen* (supra), are at all inconsistent with this view. It is a question in every case of

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damage to property arising from the act complained of.—COUNSEL, P. O. Lawrence, K.C., and Ernest Charles; Acland, K.C., and G. W. Ricketts. SOLICITORS, Faithfull & Owen; Whitehorn, Etherington, & Co., for Tyler, Mortimer, & Atlee, Romsey.

[Reported by F. GERRARD SMITH, Barrister-at-Law.]

Societies.

Incorporated Leeds Law Society.

THE MASTER OF THE ROLLS ON SOLICITORS.

The members of the Incorporated Leeds Law Society held their annual dinner on Friday, 25th Oct., at Great Northern Railway Hotel, Leeds, under the presidency of Mr. Arthur Willey, when they had as their chief guest the Master of the Rolls (the Right Hon. Sir Herbert H. Cozens-Hardy). There was a good attendance, the company of members and guests including the Deputy Lord Mayor of Leeds (Alderman Penrose-Green), the Leeds Stipendiary Magistrate (Mr. C. M. Atkinson), Professor Walter R. Phillips, of the University of Leeds; Mr. Gilbert Middleton and Mr. W. J. Cousins (ex-presidents), and Dr. Jackson (president of the Hull Incorporated Law Society).

In proposing "The Incorporated Leeds Law Society," the Master of the Rolls observed that, contrary to conventional acceptance, he considered himself above all others the person best fitted to submit this toast. He was the holder of an office which had existed for over six hundred years, one of whose most important duties was the control of the roll of solicitors. Accordingly he had been an angel—"pray, don't misunderstand me," he added, "I am a recording angel, and no solicitor can get on the roll without my signature." He might be an avenging angel, he proceeded, because he had something to do with removing men from the rolls; therefore from the necessities of his office he had a great deal to do with solicitors.

What, he asked, were the functions of a society like that he was addressing? It was incumbent on them to maintain a high tone; and no doubt this could only be done by uniting the members in a society so that the influence of all might restrain any man who was tempted to go astray. People sometimes, he noticed, made remarks for which there was no foundation whatever; some solicitor who was convicted of misappropriation or embezzlement was regarded as typical of the whole profession. But a greater libel never was uttered. Every profession had its black sheep, and it would be marvellous indeed if there were no black sheep in the profession of the law, for there was no profession in which so much trust was reposed as regards monetary affairs, or so much temptation placed before a man. It said a great deal for the high tone and integrity of the profession that there were so few cases of lapse from integrity.

He was satisfied that public feeling on this point had undergone a change. Time was when solicitors—or attorneys, as they were once called—did not enjoy the favour in the eyes of the public that they now had. In the year 1794, it would be remembered, Dr. Johnson made a remark which was typical of opinion at that day. According to Boswell, he said, "I don't wish to speak evil of any man behind his back, but I rather think the man was an attorney." This was typical of the latter part of the eighteenth century. And, indeed, the attorneys or solicitors of those times had not the education, training, culture, ability, and qualities that solicitors of to-day possessed. To-day solicitors were entrusted with the private affairs of almost everybody in England, and with public affairs of the utmost importance; they were mayors of great municipalities, they were members of Parliament, they were Cabinet Ministers; in fact, they occupied positions second to none in the estimation of the public at large. Therefore, it was important that societies like theirs should extend their operations, and he was glad to hear that they played an important part in reference to the Law Faculty in the University of Leeds. He could imagine no more praiseworthy work than to assist in the training of articled clerks in the mysteries of the law, that law which was not

a bed of fossils, but a real live growing system. Concluding with one personal remark, his lordship said it was now fifty years since he was called to the Bar, and in the interim he had had much to do with solicitors. He could only say that from first to last he should never forget the sympathy, kindness, and consideration he had received from their branch of the legal profession.

The Union Society of London.

The second meeting of the 1912-1913 session of the above society was held at 3, King's Bench Walk, Temple, on Wednesday, 30th of October, at 8 p.m. The president, Mr. George F. Kingham, was in the chair. The motion for debate was, "That in the opinion of this House the present fiscal system is unfavourable to the best interests of the country." Mr. F. G. Enness opened. Mr. Aubrey V. Davies opposed. The following members spoke in favour of the motion:—Messrs. A. Safford, H. R. Stables, F. J. L. Ambrose, H. J. Cape, J. G. Baker. Messrs. L. H. Kenny, F. Burgis, H. Geen, E. J. Harvey opposed the motion. The motion for debate on Wednesday, 6th of November, is "That the only solution of the Balkan question is the complete expulsion of the Turks from Europe."

United Law Society.

A meeting of the above society was held on Monday, 28th of October, at 3, King's Bench Walk, Temple, E.C. Mr. E. S. Cox Sinclair moved: "That the conduct of the United States of America in reference to the Panama Canal is justifiable." Mr. F. J. Forster Lampard opposed. The following gentlemen also spoke:—Mr. R. Primrose, Mr. Norman Aaron. The motion was lost by seven votes.

Law Students' Journal.

The Law Society.

The fourth term of the year commenced on Thursday, the 31st ult., with the reception of students by the Principal. Lectures commence on Monday, November 4. The subjects for Final students will be (i) Torts and Personal Property (Mr. Latter), (ii) Practice of Conveyancing (Mr. Uthwatt), and (iii) Procedure in the K.B.D. (Mr. Wright); and, for Intermediate students, (i) Things Real (the Principal), (ii) Things Personal and Rights in Private Relations (Mr. Gwyer), (iii) Law of Crimes (Mr. Gwyer), and (iv) Trust Accounts (Mr. Dicksee). Revision classes will be held in (i) Contracts (Mr. Gwyer and Mr. McNair) and (ii) Probate, Ecclesiastical and Admiralty Law (Mr. Langridge). New classes will be commenced in Jurisprudence and in Roman Law for the LL.B. Intermediate Examination. Full particulars and copies of the prospectus and time-table can be obtained on application to the Principal, or to the Society's office.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Oct. 22.—Chairman, Mr. C. F. King.—The subject for debate was: "That the case of *Re Atkinson & Horsell's Contract* (1912, 2 Ch. 1), was wrongly decided." (Vendor and Purchaser—Contract—Title—Commencement of—General devise—Subsequent possessory title depending on Statute of Limitations—Whether purchaser bound to accept title).—Mr. Henry T. Thomson opened in the affirmative, Mr. G. E. Tunnicliffe seconded in the affirmative; Mr. G. E. Shrimpton opened in the negative, Mr. A. H. Morton seconded in the negative. The following members continued the debate: Messrs. A. R. N. Powys, W. S. Jones, L. Peppiatt, H. K. Turner, M. Pleadwell, A. M. Hutton, and W. Blanco White. The motion was lost by four votes.

LAW STUDENTS' DEBATING SOCIETY.—Oct. 29.—Chairman, Mr. G. B. Willis.—The subject for debate was: "That in the interests of capital, no less than of labour, this House would welcome an extension of the system of Labour co-partnerships." Mr. F. G. Enness opened in the affirmative, Mr. P. B. Henderson opened in the negative. The following members continued the debate:—Messrs. C. F. Woodbridge, F. Burgis, H. R. Stables, C. F. King, E. J. Kafka, and N. Blanco White. The motion was carried by four votes.

Obituary.

Mr. John Ebenezer Foster.

Mr. J. E. Foster, M.A., of Trinity-street, Cambridge, solicitor, died suddenly last Sunday morning during service at the Baptist Chapel in St. Andrew's-street, of which he was a trustee. The son of a former Town Clerk of the borough, Mr. John Foster graduated at Trinity College in 1869, and was a member of the Senate of the University. He was admitted in 1872. He was solicitor to the Cambridge-

shire Permanent Benefit Building Society, took much interest in the proceedings of the Cambridge Antiquarian Society, and was a member of the Public Free Library Committee. He married the daughter of the late Mr. James Carter, of Cambridge, surgeon, and had two daughters. His wife died a few years ago.

Legal News.

Appointment.

Mr. J. SAMUEL GREEN, B.C.L., LL.B., has been re-elected Dean of the Faculty of Laws of the University of London.

Changes in Partnerships, &c.

Dissolution.

JOHN ALEXANDER ALDRED and JOHN WILLIAM MOORE, solicitors (Alexander Aldred & Moore), 57, Moorgate-street, London. Sept. 14. John Alexander Aldred will continue to carry on the said business under the style or firm of Alexander Aldred & Moore.

[Gazette, Oct. 25.]

General.

Alderman Charles Gabriel Beale, of Messrs. Beale & Co., solicitors, of Birmingham and London, four times Lord Mayor of Birmingham and Vice-Chancellor of Birmingham University, who died on the 1st of September, aged sixty-nine, left estate of the gross value of £135,637, of which the net personality has been sworn at £110,820. His brother, Mr. James Samuel Beale, died on the 28th of August, and left property provisionally valued for probate at £150,000.

At a meeting of the General Purposes Committee of the Burton Corporation on Wednesday, says the *Times*, it was announced that a letter had that morning been received from the Home Office stating that the King had approved in Council of the draft of Letters Patent containing the grant of a separate Court of Quarter Sessions for the county borough of Burton-on-Trent. The matter has been before the Town Council for two or three years, and a new court has been built to provide for the Quarter Sessions.

Horace Volander, thirty-two, was charged at Hull Quarter Sessions, on the 24th inst., with being in England after an expulsion order had been made against him as a German. A metropolitan police officer said that he saw the prisoner leave Tilbury Docks under the expulsion order. He was afterwards deported from Germany, and also from Holland, as an Englishman. The prisoner's father, William Henry Lewis, identified him as his son, who was born at Portsea, and the Recorder remanded the prisoner to the next Quarter Sessions so that he could appeal for revocation of the expulsion order.

Mr. Justice Scrutton, addressing the grand jury at Lincolnshire Assizes on Saturday, says the *Times*, said that there were four cases in which the prisoners were charged with stack burning, and he wished to emphasize what he had had to say at other towns on the circuit where he found the same class of offence—that it should give those who advocated making the prisons more comfortable cause to reflect when they found people who could not, or would not, work, preferring prison to the workhouse. It was worthy of the consideration of the Legislature whether judges should not be given power to order flogging for those people. He did not think that they would be so anxious to get back to prison if they knew a flogging was the first thing awaiting them.

Charles Morris, sixty-four, dealer, pleaded "Guilty," says the *Times*, on the 24th inst., before Mr. Robert Wallace, K.C., at the London Sessions, to having broken into the house of Mr. Thomas Henry Powell, of Bolingbroke-road, Battersea, and stolen articles worth 10s. After the robbery the prisoner was pointed out to Mr. Nelson Hardy, the entertainer, who followed him and called on him to stop. Morris, however, went on, and his pursuer told a postman, Sidney Herbert Parrish, who stopped the man. The prisoner had been convicted several times since 1861, when he was sentenced to five years' penal servitude. Mr. Wallace, in sentencing the man to eighteen months' imprisonment with hard labour, said that Morris's criminal career was no doubt due to the heavy punishment that he received when first convicted.

The King's Remembrancer (Sir John Macdonell) received in his room in the Royal Courts of Justice, on the 24th ult., from the City Solicitor (Sir Homewood Crawford) and the Secondary (Mr. Hayes), the rent services due to the Crown from the Corporation in accordance with ancient custom. Certain warrants having been filed and recorded, proclamation was made as follows:—"Tenants and occupiers of a piece of waste ground called 'The Moors,' in the county of Salop, come forth and do your service." The City Solicitor came forward and cut one fagot with a hatchet and another with a bill-hook. The next proclamation was: "Tenants and occupiers of a certain tenement called 'The Forge,' in the parish of St. Clement's Danes in the county of Middlesex, come forth and do your service." Sir Homewood Crawford counted six horsehoes and sixty-one nails, the King's Remembrancer saying, "Good number."

The House of Lords, on Tuesday, agreed to the presentation of an Address to His Majesty in favour of the appointment of an additional judge of the King's Bench Division of the High Court of Justice. The occasion was marked by the return of Lord Loreburn, who has not been present at a sitting of the House since his resignation of the office of Lord Chancellor. He was warmly welcomed on his reappearance by Lord Haldane, his successor on the Woolsack, Lord Lansdowne, Lord Halsbury, and other peers. When public business was entered on he took his place on the front Episcopal Bench below the seats usually occupied by the Archbishop of Canterbury and the Archbishop of York.

What, at the first glance, says the *Globe*, is a curious fact is that the number of judges should require to be increased while the number of cases is declining. The number of actions entered in the King's Bench Division has fallen in ten years from 2,655 to 2,249, and the number tried from 1,552 to 1,428. On circuit, too, litigation, from the professional point of view, has become disagreeably less. The number of actions entered for trial on the circuits has fallen during the same period from 1,030 to 822, and the number tried from 767 to 648. And ten years ago, be it remembered, there were but fifteen King's Bench judges, while now, without the promised addition, there are sixteen. What is the explanation? Litigation, owing largely to the growth of companies, has become more important and complex, and trials last much longer than they did. Criminal trials, too, owing to the right of prisoners to appear as witnesses, have grown more protracted, and then there is the Court of Criminal Appeal, the creation of which has practically meant the loss of a judge to the ordinary work of the King's Courts.

In a letter to the *Times* of the 28th inst. "A Barrister" says: "Mr. Hodge, M.P., is reported to have said in the debate on the proposal for the appointment of an additional judge in the King's Bench Division that 'the bulk of the judges were appointed. . . because of services rendered to a political party.' This is a ludicrous misstatement. The Supreme Court consists of twenty-seven judges, exclusive of the Lord Chief Justice, the Master of the Rolls, and the President of the Probate Division, whose position and qualifications were not under discussion. Of these twenty-seven, four, Justices Darling, Bucknill, Eve, and Coleridge, were members of the House of Commons at the time of their appointment. Three others, Justices Ridley, Neville, and Horridge, were not, but had been, members of that House, Mr. Justice Horridge a short time, and Justices Ridley and Neville a long time previously. One, Lord Justice Kennedy, had stood unsuccessfully for Parliament. The remaining nineteen were appointed solely on account of their professional distinction, and most of them never publicly identified themselves in any way with any political party."

In answer to Sir J. Spear, in the House of Commons on the 24th inst., Mr. Masterman said: The salaries of the Attorney-General and the Solicitor-General are £7,000 and £6,000 a year respectively, and the fees paid to them for contentious business in the financial year ended 31st of March, 1912, were, approximately, £4,700 and £2,900 respectively. Sir J. Spear: Is the right hon. gentleman aware that there is great dissatisfaction in regard to the system of payment by salary and fees, and will he induce the Government to fix an adequate salary and do away with fees? Sir A. Markham: Is it not the fact that the emoluments of these gentlemen are about one-half the amount they earned in their profession before they accepted office under the Crown? Mr. Masterman: I believe that is so. Many systems have been tried, and I think this last system has been found to be the most satisfactory. Mr. MacNeill: Is it not the fact that one year during the Boer War the two Law Officers shared between them £31,000? Mr. Masterman: It is perfectly true that the new system has made a very great reduction. Mr. Joynton-Hicks: Are not the fees settled by the recipients themselves? Mr. Masterman: No. They are settled by the Treasury.

Mr. Justice Bucknill, in charging the grand jury at the Cornwall Assizes at Bodmin, on the 29th inst., says the *Times*, said that he had two days only in which to do three days' work. When he signed the precepts for that circuit which indicated the day when trials of prisoners should take place in each town, he had only such information as could be then given to him. It was the duty of the magistrates' clerk to send depositions taken before the committing magistrates to the clerk of assize as soon as he could, so that he might not only prepare indictments but inform the judge who was coming that there was or was not a heavy assize. That would have been impossible in the present case, for nobody knew that there would be a heavy assize until somewhat late in the day. If he asked the Lord Chief Justice to send down another judge to help him—unfortunately his brother Laish, appointed with him on the circuit, was ill—it would disorganize the work in London, so he had to get through it as best he could. He must tackle the business and sit until seven that evening, seven the next evening, and then for a part of the next day, to enable him to reach Exeter in time. That was not fair. It was rushing things. It was not fair to jurymen to sit in the box for so many hours. He did not mind hard work, none of the judges did, but there were many other people to consider. Nor was it fair to the officers of the court and the jurymen, who had come very long distances and worked hours for nothing. He hoped that in future the justices would see that their clerks sent on the depositions as quickly as possible, so that there might be an extension of time granted.

THE LAW AND PRACTICE OF INTERPLEADER IN THE HIGH COURT AND COUNTY COURTS. With a chapter on the conduct of an Interpleader proceedings and complete sets of forms. By S. P. J. MERLIN, Barrister-at-Law. Price 6s. Butterworth & Co., Bell Yard, W.C.—"Indispensable to Sheriffs and High Bailiffs."—[Advt.]

ROYAL NAVY.—Parents thinking of the Royal Navy as a profession for their sons can obtain (without charge) full particulars of the regulations for entry to the Royal Naval College, Osborne, the Paymaster and Medical Branches, on application. Publication Department, Gieve, Matthews, & Seagrove, Ltd., 65, South Molton street, London, W.—[Advt.]

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Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.		Mr. Justice SWINER EADY.
		Mr. Justice JONES.	Mr. Justice GOSWELL.	
Monday Nov. 4	Mr. Farmer	Mr. Leach	Mr. Grosvenor	Mr. Goldschmidt
Tuesday 5	Synge	Goldschmidt	Chambers	Bloxam
Wednesday 6	Church	Borror	Leach	Farnor
Thursday 7	Grosvenor	Synge	Borror	Church
Friday 8	Beal	Farnor	Synge	Grosvenor
Saturday 9	Bloxam	Church	Beal	Leach
Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.		Mr. Justice PARKER.
		Mr. Justice EVELL.	Mr. Justice PARKER.	
Monday Nov. 4	Mr. Church	Mr. Bloxam	Mr. Synge	Mr. Borror
Tuesday 5	Farnor	Beal	Borror	Leach
Wednesday 6	Goldschmidt	Synge	Beal	Grosvenor
Thursday 7	Leach	Farnor	Bloxam	Beal
Friday 8	Borror	Chambers	Goldschmidt	Bloxam
Saturday 9	Grosvenor	Goldschmidt	Farnor	Synge

The Property Mart.

Forthcoming Auction Sales.

Nov. 4.—Mr. WM. HOUGHTON, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Oct. 12).
Nov. 6.—Messrs. EDWIN FOX, ROUSFIELD, BURNETT, & PARDELL, at the Mart, at 2: Freeholds and Leaseholds (see advertisement, back page, Oct. 19).
Nov. 6.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2: Freehold Ground Rents (see advertisement, page xii, Oct. 26).
Nov. 7.—Messrs. SIMMONS & SONS, at the Mart, at 2: Freehold and Leasehold Ground Rents (see advertisement, page xv, Oct. 29).
Nov. 7.—Messrs. H. C. FOSTER & CRANFIELD, at the Mart, at 2: Reversions, Patent Rights, Policies, Shares, &c. (see advertisement, back page, this week).
Nov. 12.—Messrs. WATKINS & GREEN, at the Mart, at 2: Reversions, &c. (see advertisement, page xv, Oct. 26).
Nov. 12.—Messrs. HAMPTON & SONS, at the Mart, at 2: Freehold and Leasehold Properties, &c. (see advertisement, page xiii, Oct. 26).
Nov. 19.—Messrs. DANIEL SMITH, SON & OAKLEY, at Crick's, at 2:30: Dairy Holding, &c. (see advertisement, back page, Oct. 19).
Dec. 4.—Messrs. DANIEL SMITH, SON & OAKLEY, at the Mart: Residences, Building Estate, &c. (see advertisement, page xii, Oct. 26).
Dec. 10.—Messrs. HOBBS & Co., at the Mart, at 2: Freehold Building Site (see advertisement, page xii, Oct. 26).
Dec. 18.—Messrs. WATKINS & GREEN invite tenders for Freehold Site (see advertisement, page xv, Oct. 26).

Winding-up Notices.

London Gazette.—FRIDAY, Oct. 25.

JOINT STOCK COMPANIES.

LIMITED IN CREDIT.

BRITISH NORTH AMERICAN LAND AND DEVELOPMENT SYNDICATE, LTD.—Creditors are required, on or before Nov. 16, to send their names and addresses, and the particulars of their debts or claims, to Charles Albert Rademacher, Liquidator.
CENGLAOL SYNDICATE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov. 19, to send their names and addresses, and particulars of their debts or claims, to James Durie Pattullo, 65, London wall, Mayo & Co., Draper's gdn., solors for the liquidator.
DIRECT GAS FUEL LTD.—Petition for winding up, presented Oct. 22, directed to be heard Nov. 5. Ernest A. Fuller, 5, Clement's inn, Strand, solors for the petitioner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov. 4.
IMPERIAL TOILET ROLL CO., LTD.—Creditors are required, on or before Nov. 30, to send their names and addresses, and the particulars of their debts or claims, to Thomas Peat, Blitchley, Buckinghamshire. Fuller, 5, Clement's inn, Strand, solor for the liquidator.
NEW TREDEGAR GAS AND WATER, CO., LTD.—Creditors are required, on or before Nov. 23, to send in their names and addresses, and the particulars of their debts or claims to Richard Henry March, 55, Mount Stuart sq., Cardiff, liquidator.
ROCHDALE ADVANCE AND INVESTMENT CO., LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims to Ernest Turner, Fleece at Rochdale. Stott, Rochdale, solor to the liquidator.
ROCHDALE PIONEER PERMANENT MONEY SOCIETY, LTD.—Creditors are required forthwith, to send their names and addresses, and the particulars of their debts or claims, to Ernest Turner, Fleece at Rochdale. Stott, Rochdale, solor to the liquidator.

WESTALIA MOUNT MORGANS GOLD MINES CO., LTD.—Creditors are required, on or before Nov 27, to send their names and addresses, and the particulars of their debts, to Henry William Beavis, 53, New Broad st. Lattys & Hart, Leadenhall st, solvers for the liquidator.

WIRRAL COLLIERY CO., LTD. (O.M. Company).—Creditors are required, on or before Dec 2, to send their names and addresses, and the particulars of their debts or claims, to Charles David Ward, Neston, Cheshire, liquidator.

London Gazette.—TUESDAY, Oct. 23.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BENJAMIN WOOD, LTD.—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Thomas Howard, 10, Piccadilly, Bradford.

OLIVER AND PARTNERS, LTD.—Petn for winding-up, presented Oct 25, directed to be heard Nov 12. Osborn & Osborn, 2, Coleman st, solvers for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 11.

ST ANTONIO (PARA) RUBBER ESTATES, LTD (IN LIQUIDATION).—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to Norman Ward Wild, 22-23, Broad Street av. Maxwell & Dampney, Bishopscote, solvers for the liquidators.

SAILING SHIP "MARLBOROUGH HILL" CO., LTD.—Creditors are required, on or before Nov 20, to send their names and addresses, and the particulars of their debts or claims, to John Price, 3, Cable st, Liverpool. Lightbound, Owen & Maciver, Liverpool, solvers for the liquidator.

WEST WALES MOTOR CAR AND ENGINEERING CO., LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov 21, to send their names and addresses, and the particulars of their debts or claims, to Charles Herbert Harvey, 3, 4, and 5, Goat st, Swansea, liquidator.

WYATCHELSEAZER FIRE-LIGHTER AND FUEL CO., LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov 12, to send in their names and addresses, and the names and addresses of their solicitors, to Charles Edwin Dovey, 31, Queen st Cardiff, liquidator.

UNLIMITED IN CHANCERY.

WHALLEY ARBEE FRIENDLY SOCIETY.—Creditors are required to send particulars of their claims to William Jackson, Park Villas, Whalley, Blackburn, on or before Nov 13. John Taylor, Blackburn, solver for the above named Society.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Oct. 23.

COMMERCIAL CARBOARD BOX CO., LTD.
THOMAS MATHIESON, LTD.
LYTEL DICK MOTOR BOX OFFICE, LTD.
W. & S. FOSTER, LTD.
CENGALOIL SYNDICATE, LTD.
LANCHESTER AMERICAN PATENTS SYNDICATE, LTD.
NEW TREDEGAR GAS AND WATER CO., LTD.
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METALLURGICAL ENGINEERING CO., LTD.
HARRINGTON GAS LIGHT CO., LTD.
RECKENHAM AND FENNER BRICK WORKS, LTD.
HAINPINS, LTD.

London Gazette.—TUESDAY, Oct. 23.

GAMLINS, LTD.
A. G. KENT & CO., LTD.
NOF-POROUS TILE CO., LTD.
RHODESIA, LTD.
DAWFIELD MOTORS (1911), LTD.
SAILING SHIP "MARLBOROUGH HILL" CO., LTD.
THACKRAH & CO., LTD.
MERSEY ADVERTISING AND BILLPOSTING CO., LTD.
ESTATES AND MINING CO. OF RHODESIA, LTD.
DIRECT-GAS FUEL, LTD.
WILLIAM DOWELL (YORK), LTD.
EAST SURREY COUNTY CLUB HOUSE, LTD.
ANGLO-TRINIDAD PETROLEUM SYNDICATE, LTD.
RED BANK PAWN BROKING CO., LTD.
STRETTONS, LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct. 18.

GOUGH, JOHN, Maids Moreton, Bucks, Farmer Nov 21 Gough v Gough, Parker, J Harris, Buckingham

TARR, FRANCIS JOHN, Yatton, Somerset, Solicitor Nov 19 Darley & Cumberland v Tarr, Joyce, J Levy, Bristol

London Gazette.—TUESDAY, Oct. 22.

CANNONS, HENRY, Archway rd, Upper Holloway, Rent Collector Nov 20 Hodgkinson v Samuels, Swinfen Eady, J Howard, Gray's inn

GORDON, ALBERT, Clapham rd Nov 21 Stanier and Others v Gordon, Master Hulbert Burton, Bank Chambers, Blackfriars rd

London Gazette.—FRIDAY, Oct. 25.

PEAKE, Colonel WALTER ANSELL, D.S.O., Burrough on the Hill, Leicester Nov 30 Pilon v Pooke, Swinfen Eady, J Pooke, Bedford row

London Gazette.—TUESDAY, Oct. 22.

MOON, EMILY AGNES, Gloucester rd, Finsbury Park Nov 20 Fielder and Another v Blind School for the Indigent Blind and the Royal Association in Aid of the Deaf and Dumb, Swinfen Eady, J Harrison, Raymond bridge, Gray's inn

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Oct. 22.

BARKER, THOMAS EDMUND, Sheffield, Tailor Dec 24 Alderson & Co, Sheffield

BARRATT, GEORGE, Mervan rd, Brixton Nov 18 Phillips, south st, Finsbury

BATELY, JOHN, Gorleston, Suffolk Nov 20 Burton & Son, Great Yarmouth

HILLSBOROUGH, MARGARET, Preston, Lancs Nov 18 Craven & Son, Preston

RISBOP, ALBERT BRANKER, Kingston on Thames Nov 23 Tatham & Co, Queen Victoria st

BOOTH, MARY ISABELLA, Wincle, nr Macclesfield Nov 23 Bunt & Brocklehurst, Macclesfield

BRINK, SVEN, Higher Broughton, Salford Nov 30 Spafford & Street, Manchester

BROOKER, ALBERT YATES, Walsall, Insurance Agent Dec 7 Evans, Walsall

CLARKE, WILLIAM EDWARD, Sidcup, Kent Nov 21 Fladgate & Co, Craig's ct, Charing Cross

CLARKE, HENRY ALEXANDER, New Broad st, Solicitor Nov 30 Goodhall, King's ct, Broadway, Westminster

COLTHURST, JAMES NICHOLAS, Victoria st Nov 30 Braikenridge & Edwards, Bartlett's bldgs

COOKE, THOMAS HOMANS WALLIS, Torquay Nov 22 Greenwell & Co, Barners at

CROFT, ROBERT JAMES, New Brighton, Cheshire Dec 2 Quinn & Co, Liverpool

CROFTS, ELIZABETH, Wolvey, Warwick Nov 23 Blakeway, Nunston

DAKIN, ELIZABETH, Loughborough, Ladies' Outfitter Dec 5 CW & FH Toome, Loughborough

DAVIS, EDGAR, Windsor Nov 30 Newman & Co, Yeovil

FOOTE, DOCTOR HAROLD, Wimbledon, Chaffeur Dec 2 Quinn & Co, Liverpool

GRATREX, WILLIAM, Staff rd Nov 23 Greatrex & Co, Staff rd

GRAFFITHS, WILLIAM HENRY, Walton, Liverpool, Marine Engineer Nov 23 Cross & Son, Prescott

GRUBB, CHARLES, Bessborough gdns, Westminster Dec 2 Richards, Great James st

HARDING, FREDERICK, Olton, Warwick Dec 7 Shute & Swinson, Birmingham

HINCKLEY, AMELIA, Great Malvern Dec 2 Hinckley & Brown, Lichfield

HINCKLEY, ELIZA, Great Malvern, Worcester Dec 2 Hinckley & Brown, Lichfield

HINCKLEY, FREDERICK, Lichfield, Solicitor Dec 2 Hinckley & Brown, Lichfield

HINCKLEY, MARY FRANCES, Great Malvern Dec 2 Hinckley & Brown, Lichfield

HOGG, THOMAS WILLIAM, Belbroughton, Worcester, Linotype Operator Nov 21 Pointon & Evershed, Birmingham

HUBBERT, THOMAS CHARLES, Brighton Dec 1 Vandercom & Co, Bush In

IMBERSON, HENRY, BERRY BROW, nr Huddersfield, Teamer Nov 23 Sykes & Co, Holmforth

LAWRENCE, THOMAS CLARENCE, East Harling, Norfolk, Miller Nov 23 Fowell & Co, Diss

MARSHALL, GEORGE ARTHUR, Farnan rd Streatham Nov 9 Coward & Co, Mincing In

MOORE, HARRY ARTHUR, Birmingham, Motor Engineer Nov 30 Forsyth & Co, Birmingham

MOSS, ANNE, South Reddish, Stockport Nov 9 Lancashire & Co, Manchester

MURPHY, PATRICK, Derby, Farmer Nov 25 Taylors, Bakewell

OLDHAM, RICHARD, Huddersfield, Warp Dresser Nov 26 Ward & Hirst, Huddersfield

PEACOCK, JAMES, Brighton Nov 23 Nye & Clewer, Brighton

PITCHARD, EMMA, Leeds Nov 4 Lord & Alcock, Leeds

RAVENSCROFT, THOMAS, Shrewsbury, Salop, Painter Nov 25 Corser & Son, Shrewsbury

RAWLINS, WALTER, Pewsey, Wilts Nov 1 Dixon & Mason, Pewsey, Wilts

ROWLAND, JOSEPH, Sheffield Nov 30 Howe & Co, Sheffield

SEALE, FREDERICK WILLIAM, Sevenoaks, Kent, Nursery Manager Nov 25 Tatham & Co, Queen Victoria st

SIMPSON, JAMES THAIN, Hastings Nov 30 Young & Co, Hastings

SMITH, CHARLES HENRY, Liverpool, Railway Carman Nov 23 Watson & Atkinson, Liverpool

STARKEY, THOMAS, Ilfracombe Nov 16 Barham & Watson, Bridgwater

SWEETMAN, JOB, Herstmonceux, Sussex, Fellingmover Dec 13 Andrews & Bennett, Burwash, Sussex

SWIFT, GEORGE, Huddersfield Nov 26 Ward & Hirst, Huddersfield

TROTTER, HARRIET AMELIA, Devonshire ter, Hyde Park Dec 1 Trotter & Patteson, Victoria st

WASTELL, CHARLES, Cottage gr, Walworth Dec 2 Pearce & Sons, West Smithfield

WELCHMAN, CHARLES WALTER FREDERICK, Southend on Sea Nov 23 B & F Tolhurst & Cox, Southend on Sea

WILLIAMS, JOSEPH, Allen rd, Stoke Newington, Dairyman Dec 1 Jones & Co, Fleet st

WILSON, SARAH ANN, Leytonstone rd, Essex Nov 20 Kendrick, Claremont rd, Forest Gate

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London Gazette.—FRIDAY, Oct. 25.

ANDREWS, ROSE, Worcester, Market Gardener Dec 2 Byrch & Co, Evesham
 ATKINS, THOMAS DE COUROT, Eastbourne, Barrister at Law Nov 25 Thompson & Co Carey st
 BARTLEY, SAMUEL ROGER, Llandudno, Draper Nov 30 Chamberlain & Johnson, Llandudno
 BIRD, JAMES COLLIS, Lingfield, Surrey Nov 18 Knapp-Fisher & Sons, Buckingham gate
 BONE, WILLIAM, Southampton, Builder Dec 6 Paris & Co, Southampton
 BOURKE, HON HENRY LESTON, Hill st, Berkeley sq Jan 1 White, Molesworth st, Dublin
 BRADSHAW, JONAS JAMES, Bolton, Architect Nov 30 Holden & Holden, Bolton
 BROWN, ZEPHANIA WILLIAM, Manchester Nov 25 Hockin & Co, Manchester
 BULLER-YOUGS, ALICE MAUD, Kirkcubry, nr Lowestoft Dec 9 Preston, Middlesbrough
 CHARLESWORTH, ANN, JANE, Crews Oct 31 Pedley & Co, Crews
 CHURCHWARD, COL WALTER STANBURY, Pall Mall Nov 30 Chapman, Gray's Inn sq
 COBB, ROY THOMAS, Stockbury, Kent Nov 25 Tassell & Son, Faversham
 COLLEDGE, TAYLOR-SAMUEL, Croydon Dec 3 Ramsden & Co, Gracechurch st
 COXHEAD, REV JOHN JAMES, Heathfield, Sussex Nov 30 Johnson & Son, Gray's Inn sq
 DAVIDSON, GEORGE WALTER, Queen's gt, South Kensington Nov 23 Lee & Pemberton Lincoln's Inn fields
 DOUGLAS, PERCY, Dunkwa, Gold Coast, West Africa Nov 30 Murray & Co, Birchin in Llandudno
 DUNCAN, ALEXANDER, Penmaenmawr, Carnarvon Nov 6 Chamberlain & Johnson, Llandudno
 EVANS, DAVID HOPKIN, Ogmore Vale, Glam Nov 21 Lewis & Llewellyn, Bridgend
 FIELD, WILLIAM HAMILTON CAREY, Grand parade, Haringay Dec 2 Armitage & Co Fore st, Upper Edmonton
 FISCHER, ERNEST WILLIAM, Crouch End, Hornsey Nov 15 Turner, Finsbury pynt
 FOKKER, FREDERICK GEORGE, Elm pl, On-low gins Jan 1 Hores & Co, Lincoln's Inn fields
 FORD, HAM TRUNDLEY, Burton upon Trent, Accountant Nov 22 Talbot & Co, Burton on Trent
 HAMMOND, EDGAR, Hampstead, Butcher Nov 26 Wrentham & Son, Bedford row
 HAYNES, SARAH, Watford Nov 30 W F & W Willoughby, Daventry
 HENRIQUES, DAVID QUIXANO, Sussex sq, Hyde Park Nov 24 Waterhouse & Co, New ct
 HINCKLEY, AMELIA, Great Malvern Dec 3 Hinckley & Brown, Lichfield
 HINCKLEY, ELIZA, Great Malvern Dec 3 Hinckley & Brown, Lichfield
 HINCKLEY, FREDERICK, Netherstone, Lichfield, Solicitor Dec 2 Hinckley & Brown, Lichfield
 HINCKLEY, MARY FRANCES, Great Malvern Dec 2 Hinckley & Brown, Lichfield
 HOWARTH, HENRY, Hildley Green, nr Wigan, Commercial Traveller Nov 20 Campbell Wigan
 HUGHES, ANN, Festiniog, Merioneth Nov 20 Lloyd George & George, Criccieth
 JEFFERSON, HENRY, Kingston upon Hull, Commission Agent Dec 1 Witty, Hull
 JONES, JAMES, Colwyn Bay, Denbigh Nov 18 Porter & Co, Colwyn Bay
 KACHEL, CHRISTIAN AUGUST, Brighton Nov 16 Neale, Brighton
 KNOX, ALICE CHARLOTTE, Cliveden pl Nov 25 Thicknesse & Hull, Little College st
 MONRO, TREGONWELL, Cranborne, Dorset Nov 30 J & W. H. Drutt, Bournemouth
 MUIR, FRANCIS, Haslemere, Surrey Dec 9 Bright & Sons, George st, Mansion House
 NELSON, HENRY ALFRED, East Ham, Tobaccoist Dec 2 Kilby & Son, East Ham
 NICHOLSON, SAMUEL, Hove, Sussex Dec 31 Woolley & Whitfield, Great Winchester st
 PERRY, CORNELIA, Derby Feb 25 Robotham & Co, Derby
 PELLOW, HARRIETT, New Brighton, Chester Nov 31 McKenna, Liverpool
 PHILLIPS, BROOKLAND HENRY, Hampstead Nov 30 Start, Old Jewry
 REEDER, JONATHAN, Brewster gins, North Kensington Nov 30 Smith & Co, John st, Bedford row
 RICH, EDWARD ROBERT, Kingston upon Hull, Fisherman Nov 20 Cooper, Hull
 SALT, HARRY, Bagshot, Surrey Nov 26 Farmer & Co, Victoria st
 SAVAGE, ELLEN, Aitricheam Dec 9 Tallent-Bateman & Co, Manchester
 SHEPPARD, SARAH, Folkestone Nov 30 Watts & Watts, Folkestone
 SMITH, LILIAN, Nottingham Nov 30 Leman, Nottingham
 TAYLOR, JOSEPH SHAMAM, Keynham, Somerset Nov 30 Harwood & Co, Bristol

THATCHER, JOHN, Princess st, Edgware rd Dec 3 Peacock & Co, Gray's Inn
 THOMPSON, CORNELIUS, Dewsbury, Yorks, Innkeeper Nov 18 Blakeley, Dewsbury
 TWING, LOUISA, Lansdowne rd, Kensington Nov 22 Beachcroft & Co, Theobald's rd
 WADSWORTH, EMILY, Horssea, Yorks Nov 25 Holden & Holden, Bolton
 WHITEHEAD, THOMAS NEWMAN, Burton on Trent, Town Clerk Nov 25 Drowry & Newbold, Burton on Trent
 WILLIAMSON, JOSEPH, Newton Heath, Manchester Nov 30 Broadsmith & Son, Manchester
 WOOD, HARRY, Holland rd, Kensington Nov 29 French, Crutched friars

London Gazette.—TUESDAY, Oct. 29.

ASH, JOSEPH, Whaley Bridge, Chester, Painter Nov 30 Swire & Higgs, Manchester
 BENNETT, REV ALEXANDER SYKES, Burnmouth Dec 1 Tyle & Co, Essex at Strand
 BOND, SAMUEL, Colchester, Upholsterer Dec 1 Thompson & Co, Colchester
 BROWN, MARGARET, Chester Dec 24 Lloyd, Rhyl
 BROWN, WILLIAM HENRY, North Shield Nov 27 Lynn & Co, Blyth
 CAMPS, SALLY, Haddeham, Cambridge Dec 9 Archer & Archer, Ely
 CHARLTON, RICHARD, Newcastle upon Tyne Nov 27 Charlton, Newcastle upon Tyne
 COTMAN, THOMAS, Blackburn, Shoemaker Nov 25 Ferguson, Blackburn
 DORSON, CHARLES GRIMSHY, Port Sanitary Officer Nov 30 Brown & S n Great Grimshy
 DOW, FEMELER LETHBRIDGE, Lee, Kent Nov 30 Down & Co, Lombard st
 FINDLAY, ELIZABETH WILSON, Marlow rd, Kensington Dec 10 Murray & Co, Birchin in
 GLASER, JOHN CARL HERMAN, Hallsell rd, Golder's Green, Middx, Jeweller Nov 30 Leviausky & Co, Queen st
 GRUNDY, ANDREW COLE, Upton Bishop, Hereford Dec 1 Burt & Evans, Ross
 HALL, JOSEPH, Bowdon, Chester Nov 30 Sampson & Price, Manchester
 JARRISON, MARY, Arncliffe, Leeds Dec 1 Whittington, Leeds
 HOOPER, JAMES JEFFORD, Southgate rd, Islington Dec 13 Archer & Co, Stockton on Tees
 HOWELL, WILLIAM TUDOR, Kottenay, British Columbia, Barrister at Law Nov 20 Tooth & Bloxam, Lincoln's Inn fields
 KENNARD, EDMUND HEGAN, Wonerah, Guildford Dec 21 Treherne & Co, Bloomsbury sq
 LEWWARD, GUADALUPE KENNEDY, New Brighton Nov 25 Mather & Son, Liverpool
 MARSHALL, EDENFIELD, Lancs Nov 30 Sandeman, Accrington
 MARSHALL, JAMES O'SHEA, York, Coal Agent Dec 10 Lawrence, Ossett
 MARTLEY, ROBERT, Wigan, Hotel Nov 14 Hall & Son, Wigan
 MILLINGTON, AMELIA CHARLOTTE, Wolverhampton Nov 30 Pounton & Evershed, Birmingham
 MORRIS, JOHN ALBERT, West India Dock rd, Limehouse Dec 2 Adkin & Son, Dowgate hill
 PHENE, JOHN SAMUEL, Oakley st, Chelsea Dec 31 Bell & Co, Queen Victoria st
 PICKERING, CAROLINE, Blackpool Nov 16 Knowles & Son, Hyde
 RATCLIFFE, THOMAS LEIGH, Stalybridge, Licensed Victualler Nov 30 Simister, Stalybridge
 SIDDONS, SUSANNAH COX, West Bromwich Nov 30 Clarke, West Bromwich
 SIMPSON, MARY ELIZABETH, Baby, Do castar, Nov 30 Nicholson & Co, Wath upon Dearne
 SMITH, JAMES FROST, Brightlingsea, Essex Nov 26 Paze & Ward, Colchester
 SMITHWAITE, ALFRED, Newcastle upon Tyne, Draper Dec 19 Keenlyside & Forster, Newcastle upon Tyne
 STOLLER, ARTHUR GEORGE CANDLER, Isleworth, Middx, Commission Agent Dec 7 Wansley & Co, Margate
 SUTHERLAND, MARY CAROLINE, Dowager Duchess of Windsor Dec 16 Woodhouse & Hedderwick, Essex st
 SYCKELMOORE, DINAH, Maidstone Dec 7 Harris, Tonbridge
 TART, WILLIAM, South Godstone, Surrey Dec 10 Davidson & Co, King st, Chapside
 TOWNER, JAMES, Brighton, Builder Nov 30 Mirams & Son, Brighton
 WADDINGTON, GERALD RHODES, Eastbourne Nov 30 Peters, Guildhall chmbrs
 WHITLEY, JAMES, Wilton, Wills, Builder Nov 26 King & Ayward, Salisbury
 WRIGHT, THOMAS, Cottingham, Yorks, Market Gardener Dec 10 Gale & Easton, Hull

Bankruptcy Notices.

London Gazette.—TUESDAY, Oct. 22.

RECEIVING ORDERS.

ARMER, ROBERT, Strickland Roger, Westmorland, Farmer Kendal Pet Oct 17 Ord Oct 17
 BAILLY, JOHN HENRY, Northampton, Plumber Northampton Pet Oct 19 Ord Oct 19
 BIRT, GEORGE ALFRED, Swansea, Baker Swansea Pet Oct 13 Ord Oct 13
 BROUD, LEON CHIAM, Manchester, Stationer Manchester Pet Oct 13 Ord Oct 13
 CANTER, LOUIS, Liverpool, Furniture Dealer Liverpool Pet Oct 16 Ord Oct 17
 CLEGG, JOSHUA, Heaton Park, nr Manchester, Contractor Salford Pet Oct 1 Ord Oct 18
 CLOCAS, ISABEL NELSON, Blackpool, Nursing Home Proprietress Preston Pet Oct 17 Ord Oct 17
 DURANT, ALBERT HENRY, Gold's Green, Middx, Fruiterer Barnet Pet Oct 20 Ord Oct 17
 FAUNT, CHARLES, Longton, Grocer Stoke upon Trent Pet Oct 16 Ord Oct 16
 FERROUSAT, HENRY PETER, Aldermanbury, Merchant High Court Pet Oct 17 Ord Oct 17
 FRIESE, RACHMEL, Barking, Essex, Tobacco Dealer High Court Pet Oct 14 Ord Oct 14
 GILES, HARRY GILBERT, Birmingham, Tobacco Dealer High Court Pet Oct 23 Ord Oct 15
 GOLDBY, THOMAS, Evesham, Worcester, Grocer's Assistant Worcester Pet Oct 18 Ord Oct 18
 GREENBAUM, JULIUS, Regent st, Manufacturer High Court Pet Oct 6 Ord Oct 18
 HODDINOTT, RICHARD, Pontyfrith, Glam, Painter Pontyfrith Pet Oct 17 Ord Oct 17
 JACKSON, MONTAGUE LEONARD, Nottingham, Jeweller Nottingham Pet Oct 16 Ord Oct 18
 KNOWLES, JAMES NORMAN, Leeds, Printer Leeds Pet Oct 3 Ord Oct 18
 LIND, MONTAGU, Twyford, Hants, Artist Winchester Pet Oct 19 Ord Oct 19
 LEES, HENRY, Kenilworth, Warwick, Corn Dealer Warwick Pet Oct 15 Ord Oct 18
 LYON, GEORGE, New Southgate, Traveller Edmonton Pet Oct 18 Ord Oct 18
 MARTIN, ALFRED THOMPSON, Ambleside, Westmorland, Provision Merchant Kendal Pet Oct 19 Ord Oct 16
 MELLOR, JOSEPH, Ardwick, Manchester, Grocer Manchester Pet Oct 17 Ord Oct 17
 MOON, GEORGE EDMUND, Middleton, Lancs, Joiner Oldham Pet Oct 15 Ord Oct 15
 MOSE, ISAAC, Buxton, Hotel Keeper Stockport Pet Sept 16 Ord Oct 17
 PALFREMAN, JOHN JAMES, Tockwith, Yorks, Farmer High Court Pet Oct 17 Ord Oct 17

PERRY, HAROLD BURDER, Arnside, Westmorland Kendal Pet Sept 18 Ord Oct 16
 RICHARDS, MABEL, Brighton Brighton Ord Oct 18
 REYNOLDS, CHARLIE, Wiliington, Beds, Dairyman Bedford Pet Oct 18 Ord Oct 18
 ROBERTS, WILLIAM THOMAS, Pinneraton rd, Bowes Park, Fruiterer Edmonton Pet Oct 17 Ord Oct 17
 ROBERTSON, JAMES ALEXANDER, Billiter sq bldgs, Chartered Accountant High Court Pet Sept 24 Ord Oct 17
 SAUNION, HENRY, Bartholomew's close, Provision Merchant High Court Pet Aug 17 Ord Oct 17
 H STRIKER AND CO, Water in General Merchants High Court Pet Sept 26 Ord Oct 17
 STRAWBRIDGE, TOM, Colyton, Devon, Grocer Exeter Pet Oct 18 Ord Oct 18
 SUTCLIFFE, W P ST JOHN, New Oxford st High Court Pet Aug 22 Ord Oct 17
 TRUSSELLE, ERNEST WILLIAM HARRI, Wolverhampton Motor Engineer Wolverhampton Pet Oct 17 Ord Oct 17

Amended Notice substituted for that published in the London Gazette of Oct 8:

CLART, CHARLES HENRY, Matlock, Derby, Golf Professional Derby Pet Oct 3 Ord Oct 3

RECEIVING ORDER RESCINDED.

BIDGOOD, WILLIAM EDENEZER, Farnham, Surrey Guildford Pet May 9 Ord July 25 Res Oct 10

FIRST MEETINGS.

BELL, ELEANOR, Nottingham Oct 31 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 CANTER, LOUIS, Liverpool, Furniture Dealer Oct 30 at 11 Off Rec, 11, Dale st, Liverpool
 CHAMBERS, JOHN BRATTIE, Kettering, Commercial Traveller Oct 30 at 11 Off Rec, The Parade, Northampton
 CROSBY, HAROLD PARKER, Ashford, Kent, Tailor Oct 30 at 11.30 Off Rec, 63A, Castle st, Canterbury
 DAVIES, JAMES BARLOW, Liverpool, Surveyor Nov 1 at 12 Off Rec, 11, Dale st, Liverpool
 FAUNT, CHARLES, Longton, Grocer Oct 30 at 12 Off Rec, King st, Newcastle, Staffordshire
 FERROUSAT, HENRY PETER, Aldermanbury, Merchant Nov 2 at 12 Bankruptcy bldgs, Carey st
 FRIESE, RACHMEL, Barking, Essex, Wholesale Tobacco Dealer Oct 31 at 11 Bankruptcy bldgs, Carey st
 GILES, HARRY GILBERT, Birmingham, Tobacco Dealer Oct 30 at 11 Bankruptcy bldgs, Carey st
 GOLDBY, THOMAS, Evesham, Worcester, Grocer's Assistant Oct 30 at 11.30 Off Rec, 11, Coppenham st Worcester
 GREENBAUM, JULIUS, Regent st, Manufacturer Oct 30 at 12 Bankruptcy bldgs, Carey st

HODDINOTT, RICHARD, Pontyfrith, Glam, Painter Oct 31 at 11.15 Off Rec, 35 Catherine's chambers, St Catherine's st, Pontyfrith
 HOFFENBERG, MARK, Leeds, General Dealer Oct 30 at 3 Off Rec, 24 Bond st, Leeds
 HUSSICK, JAMES HENRY, Sheffield, Clothier Oct 30 at 11.30 Off Rec, Figtree ln, Sheffield
 JONES, GRIFFITH, Tremadoc, Carnarvon, Innkeeper Nov 4 at 12.15 Police Station, Fortmadoc
 LEES, HENRY, Kenilworth, Warwick, Hay Dealer Oct 31 at 11 Off Rec, 8, High st, Coventry
 LIND, MONTAGU, Twyford, Hants, Artist Oct 30 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton
 MOON, GEORGE EDMUND, Middleton, Lancs, Joiner Nov 1 at 2.45 Off Rec, Greaves st, Oldham
 MURRAY, ARTHUR HAY, Westward Ho! Devon, Livery Stable Keeper Oct 30 at 11.30 Blackmore's Auction Rooms, The Quay, Bideford
 PALFREMAN, JOHN JAMES, Tockwith, Yorks, Farmer Oct 31 at 12 Bankruptcy bldgs, Carey st
 POWELL, HENRY EDWARD, Wigan, Brakesman Oct 30 at 11 Off Rec, 19, Exchange st, Bolton
 ROBERTSON, JAMES ALEXANDER, Billiter sq bldgs, Chartered Accountant Oct 30 at 11 Bankruptcy bldgs, Carey st
 ROSSITER, WALTER, North Petherton, Somerset, Carpenter Oct 30 at 11.30 Off Rec, 28, Aldwin st, Bristol
 SAUNION, HENRY, Bartholomew's close, Provision Merchant Oct 31 at 11 Bankruptcy bldgs, Carey st
 SETON-KARR, MALCOLM H, Strorrington Sussex Oct 30 at 12 Off Rec, 12A, Marlborough pl, Brighton
 STEINER, H. & Co, Water in, General Merchants Oct 30 at 12 Bankruptcy bldgs, Carey st
 STONE, BENJAMIN, Abertillery, General Dealer Oct 30 at 11 Off Rec, 144, Commercial st, Newport, Mon
 STRAWBRIDGE, TOM, Colyton, Devon, Grocer Nov 1 at 11.30 Off Rec, 8, Bedford circus, Exeter
 SUMNER, ELIZABETH CATHERINE, Westgate on Sea, Schoolmistress Oct 30 at 10.50 Off Rec, 63A, Castle st Canterbury
 SUTCLIFFE, W P ST JOHN, New Oxford st Oct 31 at 11 Bankruptcy bldgs, Carey st
 TRUSSELLE, ERNEST WILLIAM HARRI, Wolverhampton, Motor Engineer Oct 31 at 12 Off Rec, 30, Lichfield st Wolverhampton
 WEBSTER, RAYMOND, Nottingham, Baker Oct 31 at 11 Off Rec, 4, Castle pl Park st, Nottingham
 WILLIAMS, HUGH, Mold, Flint, Tailor Oct 30 at 12.30 Crypt chmbrs, Chester
 WILLIAMS, PHILIP, Cwmavon, Mining Engineer Oct 30 at 11 Off Rec, 86 Mary's st, Swansea
 WILLIAMS, THOMAS, Blaenau Ffestiniog, Merioneth, Quarry Loader Oct 30 at 12.15 Crypt chmbrs, Chester
 WILLIAMS, WILLIAM, Tremadoc, Carnarvon, Baker Nov 1 at 11.30 Police Station, Fortmadoc

ADJUDICATIONS.

ARMER, ROBERT, Strickland Roger, Westmorland, Farmer Kendal Pet Oct 17 Ord Oct 17
 ATTWATER, HENRY BLAGROVE, and CHARLES BENNETT HOOPER, Philpot in High Court Pet Sept 11 Ord Oct 18
 BAILLY, JOHN HENRY, Northampton, Plumber Northampton Pet Oct 19 Ord Oct 19
 BEVAN, JAMES, Colebrook Ave, Haling, Furrier High Court Pet Sept 14 Ord Oct 18
 BIRT, GEORGE ALFRED, Swansea, Baker Swansea Pet Oct 18 Ord Oct 18
 BROUDY, LEWIS, Chesham, Manchester, Stationer Manchester Pet Oct 18 Ord Oct 18
 CANTER, LOUIS, Liverpool, Furniture Dealer and Tailor Liverpool Pet Oct 16 Ord Oct 19
 CLUCAS, ISABEL NEILSON, Blackpool, Nursing Home Proprietress Preston Pet Oct 17 Ord Oct 17
 DAVIES, JAMES BARLOW, Egham, Chester, Surveyor Liverpool Pet Aug 22 Ord Oct 17
 DONALDSON, HUNTER FREDERICK, North Audley at Grosvenor High Court Pet Aug 22 Ord Oct 18
 FAUNT, CHARLES, Longton, Grocer Stoke upon Trent Pet Oct 16 Ord Oct 16
 FERROUSAT, HENRY PETER, Aldermanbury, Merchant High Court Pet Oct 17 Ord Oct 19
 FLETCHER-VANE, Bart, Sir FRANCIS PATRICK, Vincent sq, Westminster High Court Pet April 4 Ord Oct 17
 FRANK, ISAAC, Chesham, Lancs, Jeweller Manchester Pet Oct 1 Ord Oct 18
 GOLDBY, THOMAS, Evesham, Worcester, Grocer's Assistant Worcester Pet Oct 18 Ord Oct 18
 HODDINOTT, RICHARD, Pontyfrith, Glam, Painter Pontyfrith Pet Oct 17 Ord Oct 17
 HOFFENBERG, MARK, Leeds, General Dealer Leeds Pet Oct 15 Ord Oct 18
 HOGG, CHARLES EDWARD, London Wall bldgs, Engineer High Court Pet Jul 17 Ord Oct 17
 JONES, GRIFFITH, Prenteg, Tremadoc, Carnarvon, Innkeeper Portmadoc Pet Oct 15 Ord Oct 18
 KENNEDY, MARTIN THOMAS, Beaconsfield, Bucks, Auctioneer Aylesbury Pet Oct 30 Ord Oct 18
 KING, CHARLES FREDERICK, Stepney, Assistant Paymaster High Court Pet May 15 Ord Oct 16
 KNOWLES, JAMES NORMAN, Leeds, Printer Leeds Pet Oct 3 Ord Oct 19
 LAUDER, TOM, Pendleton, Manchester, Manufacturing Chemist Salford Pet Aug 19 Ord Oct 17
 LEES, HENRY, Kenilworth, Corn Dealer Warwick Pet Oct 18 Ord Oct 18
 LIND, MONTAGU, Rosdell, Twyford, Hants, Artist Winchester Pet Oct 19 Ord Oct 19
 LYON, GEORGE, New Southgate, Traveller Edmonton Pet Oct 18 Ord Oct 18
 MARTIN, ALFRED THOMPSON, Ambleside, Westmorland, Provision Merchant Kendal Pet Oct 19 Ord Oct 19
 MELLOR, JOSEPH, Ardwick, Manchester, Grocer Manchester Pet Oct 17 Ord Oct 17
 MOON, GEORGE EDMUND, Middleton, Lancs, Joiner Oldham Pet Oct 15 Ord Oct 15
 NICOLL, WILLIAM STEWART, Cheapside, Mantle Manufacturer High Court Pet Oct 16 Ord Oct 21
 REYNOLDS, CHARLIE, Willington, Beds, Dairyman Bedford Pet Oct 18 Ord Oct 18
 STRAWBRIDGE, TOM, Colyton, Devon, Grocer Exeter Pet Oct 18 Ord Oct 18
 TRUSSELLE, ERNEST WILLIAM HARRI, Wolverhampton, Motor Engineer Wolverhampton Pet Oct 17 Ord Oct 17
 WELCH, HARRY, Fleetwood, Lancs, Boot Dealer Preston Pet Oct 15 Ord Oct 18
 WILLIAMS, ROBERT, Porthcawl, Glam, Innkeeper Cardiff Pet Sept 25 Ord Oct 17

ADJUDICATION ANNULLED.

GOAD, EMMELINE MINNIE, Southsea, Hants Portsmouth Adjud Jan 7, 1907 Annual June 13, 1912

London Gazette.—FRIDAY, Oct. 25.

RECEIVING ORDERS.

BELL, PERCY M, High rd, Willenden Green, Actor High Court Pet Oct 3 Ord Oct 22
 BODKIN, FREDERICK EDWIN, Berners' st, Artist, High Court Pet Oct 21 Ord Oct 21
 BOND, CLARA ELIZABETH, Swindon, Jeweller Swindon Pet Oct 22 Ord Oct 22
 BASIN, JOHN WILLIAM, Taunton, Newsagent Taunton Pet Oct 21 Ord Oct 21

CHARLES, JOHN PERCIVAL, Heaton Norris, Lancs, Telegraph Lineman Stockport Pet Oct 22 Ord Oct 22
 CLANCY, GEORGE GABRIEL, and JOHN LEO CLANCY, Chorlton on Medlock, Manchester, Boot Dealers Manchester Pet Oct 21 Ord Oct 21
 CLAYTON, ALFRED GEORGE, Welling, Kent, Draper Rochester Pet Oct 23 Ord Oct 23
 DAVY, EDWARD, Redruth, Grocer Truro Pet Oct 21 Ord Oct 21
 FOARBYTH, ROBERT, Hengved, Glam, Builder Merthyr Tydfil Pet Oct 21 Ord Oct 21
 GIBSON, THOMAS EDWIN, Stockton on Tees, Boat Repairer Stockton on Tees Pet Oct 22 Ord Oct 22
 GIBBS, CHARLES, West Bromwich, General Carrier West Bromwich Pet Oct 23 Ord Oct 23
 GWILLIM, JOHN, Peterchurch, Hereford, Farmer Hereford Pet Oct 23 Ord Oct 23
 HART, MARK, Blackpool, Jeweller Preston Pet Oct 9 Ord Oct 22
 HAWKINS, W, Rushmore, Ipswich, Clerk Ipswich Pet Sept 24 Ord Oct 22
 JENKINS, THOMAS EVAN, Kenfig Hill, Glam Collier Cardiff Pet Oct 21 Ord Oct 21
 JONES, OWEN PIERCE, Rhyf, Flint, Ironmonger Bangor Pet Oct 10 Ord Oct 22
 KITCHEN, SQUIRE, Huddersfield, Painter Huddersfield Pet Oct 22 Ord Oct 22
 MILBANE, LEONARD SAVILLE, Fore st, Silk Importer High Court Pet Sept 25 Ord Oct 23
 MOSES, MORRIS HARRIS, Goswell rd, High Court Pet Sept 23 Ord Oct 23
 PATRICK, JOHN HENRY, Cormont rd, Camberwell, Commission Agent High Court Pet Oct 23 Ord Oct 23
 PETERKEY, MAX WILLY FRANK, Cricklewood in, Cricklewood High Court Pet Oct 21 Ord Oct 21
 PRISE, A, Springcroft av, Fortis Green rd, East Finchley Builder High Court Pet Aug 22 Ord Oct 23
 SAW, ALBERT EDWARD, and CHARLES SAW, Watford, Herts, Builders St Albans Pet Oct 4 Ord Oct 21
 SIMPSON, WILLIAM HENRY, Leicester, Architect Leicester Pet Oct 8 Ord Oct 21
 SMITH, HARRY THOMAS, Norton, Malton, Yorks, Trainer Scarborough Pet Oct 21 Ord Oct 21
 SPRIDGERS, JOHN WILLIAM, Sandiacre, Derby, Lace Machine Maker's Manager Derby Pet Oct 22 Ord Oct 22
 STAPLES, ADA MARY, Lincoln, Newsagent Lincoln Pet Oct 21 Ord Oct 21
 THORPE, JOHN WILLIAM, Brampton, Chesterfield, Derby Boot Dealer Chesterfield Pet Oct 13 Ord Oct 22
 WATKINS, DAVID, Aberdeen, Glam, Grocer Aberdeen Pet Oct 23 Ord Oct 23

FIRST MEETINGS.

BAILLY, JOHN HENRY, Northampton, Plumber Nov 2 at 12 Off Rec, The Parade, Northampton
 BELL, PERCY M, High rd, Willenden Green, Actor Nov 4 at 1 Bankruptcy bldgs, Carey st
 BIRT, GEORGE ALFRED, Swansea, Baker Nov 2 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
 BODKIN, FREDERICK EDWIN, Berners' st, Artist Nov 5 at 11 Bankruptcy bldgs, Carey st
 BROUDY, LEWIS, Chesham, Manchester, Stationer Nov 2 at 11.30 Off Rec, Byrom st, Manchester
 CLUCAS, ISABEL NEILSON, Blackpool, Nursing Home Proprietress Nov 4 at 3 Derby Hotel, Regent sq, Blackpool
 COLLINS, MONTI MEYER, Kingston upon Hull, Corn Merchant Nov 5 at 12 (New first meeting) Off Rec, York City Bank Chambers, Lowgate, Hull
 GIBSON, WILLIAM EDWIN, Darlington, Worcester, Farmer Nov 2 at 12 1 St Aldgate, Oxford
 JENKINS, THOMAS EVAN, Kenfig hill, Glam, Collier Nov 2 at 12 117, St Mary st, Cardiff
 KNOWLES, JAMES NORMAN, Leeds, Printer Nov 4 at 11 Off Rec, 24, Bond st, Leeds
 LYON, GEORGE, New Southgate, Traveller Nov 4 at 3 Off Rec, 14, Bedford row
 MELLOR, JOSEPH, Ardwick, Manchester, Grocer Nov 2 at 11 Off Rec, Byrom st, Manchester
 MILBANE, LEONARD SAVILLE, Fore st, Silk Importer Nov 5 at 12 Bankruptcy bldgs, Carey st
 MOSES, MORRIS HARRIS, Goswell rd Nov 5 at 1 Bankruptcy bldgs, Carey st
 PATRICK, JOHN HENRY, Cormont rd, Commission Agent Nov 6 at 12 Bankruptcy bldgs, Carey st
 PETERKEY, MAX WILLY FRANK, Cricklewood in, Cricklewood Nov 6 at 11 Bankruptcy bldgs, Carey st
 PRISE, A, Springcroft av, Fortis Green rd, East Finchley, Builder Nov 6 at 1 Bankruptcy bldgs, Carey st

RICHARDS, MABEL, Brighton Nov 4 at 11 Off Rec, 12a Marlborough pl, Brighton
 ROBERTS, WILLIAM THOMAS, Bowes Park, Fruitster Nov 4 at 12 Off Rec, 14, Bedford row
 SMITH, HARRY THOMAS, Norton, Malton, Yorks, Trainer Nov 4 at 4 Off Rec, 43, Westborough, Scarborough
 SNOOK, WALTER ERNEST, Sandhurst, Berks, Grocer Nov 11 at 12.15 Queen's Hotel, Reading
 WILLIAMS, ROBERT, Porthcawl, Glam, Innkeeper Nov 2 at 11 117, St Mary st, Cardiff

ADJUDICATIONS.

BOND, ELIZABETH, Swindon, Jeweller Swindon Pet Oct 22 Ord Oct 22
 BASIN, JOHN WILLIAM, Taunton, Newsagent Taunton Pet Oct 21 Ord Oct 21
 BUTLER, FRANK PLATT, Leicester, Leather Dealer Leicester Pet Oct 8 Ord Oct 21
 CHARLES, JOHN PERCIVAL, Heaton Norris, Lancs, Telegraph Lineman Stockport Pet Oct 22 Ord Oct 22
 DAVY, EDWARD, Redruth, Grocer Truro Pet Oct 21 Ord Oct 21
 DAVIS, WILLIAM WILKIN, Porthcawl, Glam, Baywater, High Court Pet Aug 9 Ord Oct 22
 DURRANT, ALBERT HENRY, Cheapside, Golders Green, Fruitster Barnet Pet Sept 24 Ord Oct 21
 FIELD, FREDERICK, Mattock gins, Edling, Ban' Clerk Broadford Pet Aug 23 Ord Oct 22
 FOARBYTH, ROBERT, Hengved, Glam, Builder Merthyr Tydfil Pet Oct 21 Ord Oct 21
 GIBSON, THOMAS EDWIN, Stockton on Tees, Boat Repairer Stockton on Tees Pet Oct 22 Ord Oct 22
 GIBBS, CHARLES, West Bromwich, General Carrier West Bromwich Pet Oct 23 Ord Oct 23
 GRANGER, ROBERT, Chingford, Essex, Proofer Edmonton Pet April 19 Ord Oct 21
 GWILLIM, JOHN, Peterchurch, Hereford, Farmer Hereford Pet Oct 23 Ord Oct 23
 HARDING, HENRY G, Thame Ditton Kingston, Surrey Pet July 19 Ord Oct 21
 JENKINS, THOMAS EVAN, Kenfig Hill, Glam, Collier Cardiff Pet Oct 21 Ord Oct 21
 KEMBLE, CHARLES, Orchard st, Solicitor High Court Pet Sept 25 Ord Oct 23
 KITCHEN, SQUIRE, Moldgreen, Huddersfield, Painter Huddersfield Pet Oct 22 Ord Oct 22
 MCQUIBAN, WILLIAM, Lordship rd, Stoke Newington, Bachelor of Medicine, Edmonton Pet Oct 3 Ord Oct 21
 NAYLOR, HARRY TAYLOR, Calcutta High Court Pet Aug 2 Ord Oct 23
 PATRICK, JOHN HENRY, Cormont rd, Camberwell, Commission Agent High Court Pet Oct 23 Ord Oct 23
 PETERKEY, MAX WILLY FRANK, Cricklewood in, Cricklewood, High Court Pet Oct 21 Ord Oct 21
 BASIN, The Hon Sir Cornthwaite, Cophall av, High Court Pet May 7 Ord Oct 23
 ROBERTS, WILLIAM THOMAS, Palmerston rd, Bowes Park, Fruitster Edmonton Pet Oct 17 Ord Oct 21
 SMITH, HARRY THOMAS, Norton, Malton, Yorks, Trainer Scarborough Pet Oct 21 Ord Oct 21
 SPRIDGERS, JOHN WILLIAM, Sandiacre, Derby, Lace Machine Maker's Manager Derby Pet Oct 22 Ord Oct 22
 STAPLES, ADA MARY, Lincoln, Newsagent Lincoln Pet Oct 21 Ord Oct 21
 WATKINS, DAVID, Aberdeen, Glam, Grocer Aberdeen Pet Oct 23 Ord Oct 23

London Gazette.—TUESDAY, Oct. 29.

RECEIVING ORDERS.

BEAN, CHARLES ARTHUR, Little Sutton, Chester, Produce Salesman Birkenhead Pet July 10 Ord July 29
 BEYNON, EDGAR GEORGE, Swansea, Builder Swansea Pet Oct 25 Ord Oct 25
 BRANLEY, ARTHUR BLACKBURN, Castleford, York, Hay Dealer Wakefield Pet Oct 25 Ord Oct 25
 BROWN, CHARLES SAMUEL, Croydon Croydon Pet Oct 9 Ord Oct 24
 BYE, RICHARD PERCY, Sheffield, Outfitter Sheffield Pet Oct 24 Ord Oct 24
 CALVERT & GREEN, Stewards rd, Battersea, Masonry Contractor Wandsworth Pet Oct 3 Ord Oct 24
 CLIFTON, ALBERT, Great Yarmouth, Fish Merchant Great Yarmouth Pet Oct 25 Ord Oct 25
 COOKE, WALLACE, Linton, Tobacconist Linton Pet Oct 26 Ord Oct 26
 CRATES, ALBERT WEST, Whitechurch, Glam, Grocer Cardiff Pet Oct 24 Ord Oct 24

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 SIR HENRY ARTHUR WHITE, C.V.O. (A. & H. White), Great Marlborough Street.
 E. H. WHITEHEAD, Esq. (Burch, Whitehead & Davidsen), Spring Gardens.
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LONDON WALL, LONDON.

DAVIES, MORGAN, Godregrig, Glam, Builder Neath Pet Oct 12 Ord Oct 25
 DEWIDY, SIDNEY JOHN, Devonport, Shipwright Plymouth Pet Oct 26 Ord Oct 26
 DICKER, SAMUEL, Seaford, Sussex, Contractor Lewes Pet Oct 24 Ord Oct 24
 EDWARDS, HAROLD BERTHAM, Edgbaston, Birmingham, House Agent Birmingham Pet Oct 9 Ord Oct 24
 ELDRED, ERNEST BLAKE, Ipswich, Baker Ipswich Pet Oct 25 Ord Oct 25
 EVANS, CHARLES, Oswestry, Boot Repairer Wrexham Pet Oct 24 Ord Oct 24
 FORSBERRY, HENRY ARCHIBALD HAMMOND, WILLIAM FORSBERRY, and AMOS MOULTON, Leicester, Tailors Leicester Pet Oct 24 Ord Oct 24
 FRENCH, FITZSTEPHEN, J. F. Portsmouth Portsmouth Pet Sept 7 Ord Oct 23
 GANN, HERBERT, Teignmouth, Devon, Shipbuilder Exeter Pet Oct 10 Ord Oct 24
 GREEN, ELIZABETH, Walsall, Baker Walsall Pet Oct 9 Ord Oct 23
 HATBALL, JOHN WILLIAM, Peter st, Beckton rd Canning Town, Eaker High Court Pet Sept 7 Ord Oct 25
 HENLEY, JAMES, Deal, Cycle Agent Canterbury Pet Oct 24 Ord Oct 24
 HENKELTON, THOMAS, Stockton on Tees, Insurance Agent Stockton on Tees Pet Oct 25 Ord Oct 25
 HOULDSWORTH, JOHN WILLIAM, Duke st, Adelphi High Court Pet Sept 27 Ord Oct 25
 JINKS, JOSEPH HOLLINGHEAD, Shenton, Leicester, Farmer Leicester Pet Oct 25 Ord Oct 25
 LANGRISH, LEWIS, North Chapel, Sussex, Farmer Brighton Pet Oct 25 Ord Oct 25
 MACKEN, GEORGE, New Malden, Surrey, Ironmonger Kingston, Surrey Pet Oct 24 Ord Oct 24
 MOORE, DAVID ARCHDALE, East Heddion, nr Wylm, Northumberland, Farmer Newcastle up n Tyne Pet Oct 25 Ord Oct 25
 NORTON, THOMAS HENRY, Doncaster, Insurance Agent Sheffield Pet Oct 25 Ord Oct 25
 O BRIEN, JOHN ALLAN, Keighley, Yorks, Turf Commission Agent, Bradford Pet Oct 25 Ord Oct 25
 PORTER, HENRY, Leicester, House Agent, Leicester Pet Oct 16 Ord Oct 24
 PRICE, HENRY BERNARD, Shrewsbury, Saddler Shrewsbury Pet Oct 3 Ord Oct 25
 PRITCHARD, RICHARD GEORGE, Wellesbourne, Warwick, Contractor Warwick Pet Oct 25 Ord Oct 25
 SCOTT, JOHN HERBERT, Blackburn, Hatter Blackburn Pet Oct 25 Ord Oct 25
 THOMAS, DAVID BOWEN, Gorseinon, Glam, Builder Swansea Pet Oct 25 Ord Oct 26
 TOPHAM, ALFRED, Little Horton, Bradford, Egg Merchant Bradford Pet Oct 24 Ord Oct 24
 TURNER, WILLIAM, Middlesbrough, Painter Middlesbrough Pet Oct 25 Ord Oct 25

WALKER, THOMAS, Worcester, Chemist's Assistant Worcester Pet Oct 23 Ord Oct 23
 WEBB, HATTIE M., Osnaburgh st, Regent's Park High Court Pet Sept 30 Ord Oct 23
 WELSHY, SARAH ANNE, Stockton Heath, Chester Warrington Pet Oct 25 Ord Oct 25
 WHITEHEAD, ALFRED, Wombwell, Yorks, Joiner Barnsley Pet Oct 11 Ord Oct 24
 WILLIAMSON, GEORGE LITTLEJOHN, Fulham rd, Salems n High Court Pet Oct 24 Ord Oct 24

Amended Notice substituted for that published in the London Gazette of Oct 18:

OSBORNE, GEORGE CLIFFORD, Brentwood, Essex, Butcher Chelmsford Pet Sept 26 Ord Oct 16

FIRST MEETINGS.

BOND, CLARA ELIZABETH, Swindon, Jeweller Nov 6 at 11 Off Rec 38, agent circus, Swindon
 BRAMLEY, ARTHUR BLACKBURN, Castleford, Hay Dealer Nov 7 at 10.30 Off Rec, 21, King st, Wakefield
 BROWN, JOHN WILLIAM, Taunton, New agent Nov 6 at 3.15 3, Hammett st, Taunton
 BROWN, CHARLES SAMUEL, Croydon Nov 7 at 11 132, York rd, Westminster Bridge rd
 CALVERT & GREEN, Stewarts rd, Battersea, Masoury Contractors Nov 6 at 11 132, York rd, Westminster Bridge rd
 CHARLES, JOHN PERCEVAL, Heaton Norris, Lancs, Telegraph Linesman Nov 6 at 11.30 Off Rec, 6, Vernon st, Stockport
 CLANCY, GEORGE GABRIEL, and JOSEPH LEO CLANCY, Choriton on Medlock, Manchester, Boot Dealers Nov 6 at 3 Off Rec, Byrom st, Manchester
 CLAYTON, ALFRED GEORGE, Welling, Kent, Draper Nov 11 at 3.15 115, High st, Rochester
 CLEGG, JOSEPH, Heaton Park, nr Manchester, Contractor Nov 6 at 3.30 Off Rec, Byrom st, Manchester
 DAVEY, EDWARD, Redruth, Cornwall, Grocer Nov 8 at 1 Off Rec, 12, Prince st, Truro
 DICKER, SAMUEL, Seaford, Sussex, Contractor Nov 6 at 12 Off Rec, 12A Marlborough pl, Brighton
 DURRANT, ALBERT HENRY, Chappside, Golder's Green, Fulterer Nov 7 at 12 Off Rec, 14, Bedford row
 ELDRED, ERNEST BLAKE, Ipswich, Baker Nov 6 at 2.15 Off Rec, 26, Prince st, Ipswich
 FORSBERRY, HENRY ARCHIBALD HAMMOND, WILLIAM FORSBERRY, and AMOS MOULTON, Leicester, Tailors Nov 6 at 3.30 Off Rec, 1, Berridge st, Leicester
 FORSTY, ROBERT, Hengood, Builder Nov 6 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil
 GIBSON, THOMAS EDWIN, Stockton on Tees, Yorks, Boot Repairer Nov 7 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 GRANN, ELIZABETH, Walsall, Baker Nov 8 at 12 Off Rec, 30, Lichfield st, Wolverhampton

HAWKINS, W., Ipswich, Clerk Nov 6 at 2.10 Off Rec, 36 Princes St, Ipswich

HAYBALL, JOHN WILLIAM, Peter st, Beckton rd, Canning Town, Baker Nov 12 at 12 Bankruptcy bldg, Carey st

HESLTON, THOMAS, Eaglescliffe Junction, Durham, Insurance Agent Nov 12 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough

HOULDSWORTH, JOHN WILLIAM, Duke st, Ade'phi Nov 11 at 11 Bankruptcy bldg, Carey st

JIMES, JOSEPH HOLLINHEAD, St nton, Leicester, Farmer Nov 7 at 12 Off Rec, 1, Berridge st, Leicester

KITCHEN, SQUIRE, Mouldgreen, Huddersfield, Painter Nov 6 at 2.45 Huddersfield Incorporated Law Society's Room, Imperial arcade, New st, Huddersfield

KNAPP, CHARLES RICKETTS, Penole rd, Streatham Park, Chemist Nov 7 at 3 Off Rec, 14, Bedford row

LANGRIDGE, LEWIS, North Cha-el, Sussex, Farmer Nov 6 at 12.30 Off Rec, 12, Marlborough pl, Brighton

MAKEN, GEO. GR, New Malden, Surrey, Ironmonger Nov 6 at 11.30 132, York rd, Westminster sldge rd

MOMS, ISAAC, Buxton, Hotel Keeper Nov 6 at 11 Off Rec, 6, Vernon st, Stockport

O'BRIEN, JOHN ALLAN, Keighley, Yorks, Turf Commission Agent Nov 6 at 11.30 Off Rec, 12, Duke st, B. adford

OSBORN, GEORGE CLIFFORD, Brentwood, Essex, Butcher Nov 6 at 2.30 Shire Hall, Chemsford

PORTER, HENRY, Leicester, House Agent Nov 7 at 12.30 Off Rec, 1, Berridge st, Leicester

PRICE, HENRY BERNARD, Shrewsbury, Sadler Nov 9 at 12 Off Rec, 22, Swan hill, Shrewsbury

REYNOLDS, CHARLES, Willington, Beds, Dairyman Nov 7 at 11 Messrs Halliley & Morrison's Office, 22, Mill st, Bedford

SIMPSON, WILLIAM HENRY, Leicester, Architect Nov 6 at 3 Off Rec, 1, Berridge st, Leicester

STAPLES, ADA MARY, Lincoln, Newsagent Nov 6 at 12 Off Rec, 10, Bank st, Lincoln

TOPHAM, ALFRED, Little Horton, Bradford, Egg Merchant Nov 6 at 11 Off Rec, 12, Duke st, Bradford

TURNER, WILLIAM, Middlesbrough, Painter Nov 12 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

WALKER, THOMAS, Worcester, Chemist's Assistant Nov 6 at 11.30 Off Rec, 11, Copenhagen st, Worcester

WATKINS, DAVID, Aberdare, Grocer Nov 8 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine's st, Pontypriid

WEIR, HATTIE M., Onslough st, Regent's Park Nov 13 at 11 Bankruptcy bldg, Carey st

WHITEHEAD, ALFRED, Wombwell, Yorks, Joiner and Builder Nov 6 at 10.30 Off Rec, 9, Regent st, Barnsley

WILDERSPIN, HERBERT JOHN, Pinchbeck, Lincoln, Potato Merchant Nov 6 at 11.45 White Hart Hotel, Spalding

WILLIAMSON, GEORGE LITTLEJOHN, Fulham rd, Salesman Nov 13 at 12 Bankruptcy bldg, Carey st

Amended Notice substituted for that published in the London Gazette of Oct 25:

SNOOK, WALTER JOHN, Sandhurst, Berks, Grocer

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